

# Bosch Limited

Registered Office: P. B. No. 3000, Hosur Road, Adegodi, Bengaluru - 560 030

Tel: +91 80 6752 5009; 6752 9652; Website: [www.bosch.in](http://www.bosch.in);

E-mail: [investor@in.bosch.com](mailto:investor@in.bosch.com); CIN: L85110KA1951PLC000761

NOTICE is hereby given that the Sixty Sixth Annual General Meeting of Bosch Limited (the "Company") will be held at 10:30 a.m. on Friday, August 24, 2018 at Trinity Hall, 'Vivanta by Taj', 41/3, Mahatma Gandhi Road, Bengaluru – 560 001 to transact the following businesses:

## ORDINARY BUSINESS:

1. To receive, consider and adopt the:
  - (a) Audited Financial Statements of the Company for the Financial Year ended March 31, 2018, together with the Reports of the Board of Directors and Auditors thereon; and
  - (b) Audited Consolidated Financial Statements of the Company for the Financial Year ended March 31, 2018, together with the Report of the Auditors thereon.
2. To declare a Dividend of INR 100 per share on Equity Shares for the Financial Year ended March 31, 2018.
3. To appoint a Director in place of Mr. V. K. Viswanathan (DIN: 01782934), who retires by rotation and being eligible, offers himself for re-appointment.

## SPECIAL BUSINESS:

4. To consider, and if thought fit, pass the following resolution as an Ordinary Resolution:

**RESOLVED THAT** Ms. Hema Ravichandar (DIN: 00032929), who was appointed as an Additional Director of the Company with effect from September 02, 2017 by the Board of Directors at their meeting held on September 01, 2017 and who holds office up to the date of this Annual General Meeting under section 161(1) of the Companies Act, 2013 (the "Act") (including any statutory modification(s) or re-enactment(s) thereof for the time being in force) and the Articles of Association of the Company and who is eligible for appointment as a Director and in respect of whom the Company has received a notice in writing under section 160(1) of the Act from a member proposing her candidature for the office of Director, be and is hereby appointed as a Director of the Company.

**RESOLVED FURTHER THAT** pursuant to the provisions of sections 149, 152 and other applicable provisions, if any, of the Act read with Schedule IV to the Act and the Companies (Appointment and Qualification of Directors) Rules, 2014, as amended from time to time, Ms. Hema Ravichandar (DIN: 00032929) who has submitted a declaration to the Company that she meets the criteria of independence provided under the Act and Securities & Exchange Board of India (Listing Obligations & Disclosure Requirements) Regulations, 2015 and who is eligible to be appointed as an Independent Director, be and is hereby appointed as an Independent Director for a term of 5 (five) consecutive years commencing September 02, 2017.

5. To consider and, if thought fit, pass the following resolution as an Ordinary Resolution:

**RESOLVED THAT** Mr. Sakalespur Visweswaraiya Ranganath (DIN: 00323799), who was appointed as an Additional Director of the Company with effect from July 01, 2018 by the Board of Directors at their meeting held on May 22, 2018 and who holds office up to the date of this Annual General Meeting under section 161(1) of the Companies Act, 2013 (the "Act") (including any statutory modification(s) or re-enactment(s) thereof for the time being in force) and the Articles of Association of the Company and who is eligible for appointment as a Director and in respect of whom the Company has received a notice in writing under section 160(1) of the Act from a member proposing his candidature for the office of Director, be and is hereby appointed as a Director of the Company.

**RESOLVED FURTHER THAT** pursuant to the provisions of sections 149, 152 and other applicable provisions, if any, of the Act read with Schedule IV to the Act and the Companies (Appointment and Qualification of Directors) Rules, 2014, as amended from time to time, Mr. Sakalespur Visweswaraiya Ranganath (DIN: 00323799) who has submitted a declaration to the Company that he meets the criteria of independence provided under the Act and Securities & Exchange Board of India (Listing Obligations & Disclosure Requirements) Regulations, 2015 and who is eligible to be appointed as an Independent Director, be and is hereby appointed as an Independent Director for a term of 3 (three) consecutive years commencing July 01, 2018.

6. To consider and, if thought fit, pass the following resolution as an Ordinary Resolution:

**RESOLVED THAT** Mr. Jan-Oliver Röhr (DIN: 07706011), who was appointed as an Additional Director of the Company with effect from July 01, 2018 by the Board of Directors at their meeting held on May 22, 2018 and who holds office up to the date of this Annual General Meeting under section 161(1) of the Companies Act, 2013 (the "Act") and the Articles of Association of the Company and who is eligible for appointment as a Director and in respect of whom the Company has received a notice in writing under section 160(1) of the Act from a member proposing his candidature for the office of Director, be and is hereby appointed as a Director of the Company, liable to retire by rotation.

7. To consider and, if thought fit, pass the following resolution as an Ordinary Resolution:

**RESOLVED THAT** pursuant to the provisions of sections 196 and 197 and other applicable provisions, if any, of the Companies Act, 2013 (the "Act") (including any statutory modification(s) and re-enactment(s) thereof for the time being in force) read with Schedule V to the Act and Articles of Association of the Company, consent of the Company be and is hereby accorded for appointment of Mr. Jan-Oliver Röhl (DIN: 07706011) as Executive Director of the Company for a period of two years and six months from July 01, 2018 to December 31, 2020 on terms and conditions including remuneration as set out in the Agreement dated June 05, 2018, entered into between the Company and Mr. Röhl.

**RESOLVED FURTHER THAT** the Board of Directors be and are hereby authorized to do all such acts, deeds, matters and things as may be considered necessary, desirable or expedient to give effect to this resolution.

8. To consider and, if thought fit, pass the following resolution as an Ordinary Resolution:

**RESOLVED THAT** subject to the provisions of sections 2(94), 196, 197 read with section 161 and other applicable provisions, if any, of the Companies Act, 2013 (the "Act") (including any statutory modification(s) or re-enactment(s) thereof for the time being in force) read with Schedule V to the Act, consent of the Company be and is hereby accorded for appointment of Mr. S. C. Srinivasan (DIN: 02327433) as Whole-time Director of the Company (consequent to his appointment as an Alternate Director) for a period of three years from July 01, 2018 to June 30, 2021 on terms and conditions including remuneration set out in the Agreement dated June 15, 2018, entered into between the Company and Mr. Srinivasan.

**RESOLVED FURTHER THAT** in the event of Mr. Srinivasan ceasing to be an Alternate Director at any time during the aforesaid period and is appointed as Director of the Company, whether as an Alternate or otherwise, Mr. Srinivasan shall be deemed as Whole-time Director of the Company on the aforesaid terms and conditions upon such re-appointment except the period that he ceases to be a Director of the Company, he shall continue as an employee of the Company on the same terms and conditions as aforesaid.

**RESOLVED FURTHER THAT** the Board of Directors be and are hereby authorized to do all such acts, deeds, matters and things as may be considered necessary, desirable or expedient to give effect to this resolution.

9. To consider and, if thought fit, pass the following resolution as a Special Resolution:

**RESOLVED THAT** in supersession of the resolution passed by the members at the 63<sup>rd</sup> Annual General Meeting of the Company held on August 28, 2015 and pursuant to the provisions of sections 149(9), 197 and other applicable provisions, if any, of the Companies Act, 2013 (the "Act") (including any statutory modification(s) or re-enactment(s) thereof for the time being in force) and the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014, as amended from time to time, a profit related commission of a sum not exceeding one percent, in aggregate, of the net profits of the Company calculated in accordance with the provisions of section 198 of the Act, for or in respect of a financial year, be paid to and distributed amongst any or all of the directors of the Company, other than the Managing Director / Joint Managing Director / Whole-time Director(s) / Executive Director(s) but including the Independent Directors of the Company, in such amount(s) or proportion and in such manner and in all respects as may be decided and determined by the Board of Directors of the Company, and such payments shall be made in respect of the profits of the Company for each financial year commencing from April 01, 2018, provided however that the aggregate commission paid to all Non-Executive Directors (including independent directors) of the Company for or in respect of a financial year shall not exceed INR 30,000,000/- (Rupees Three crore only).

10. To consider and, if thought fit, to pass the following resolution as an Ordinary Resolution:

**RESOLVED THAT** pursuant to the provisions of section 148 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modification(s) or re-enactment(s) thereof for the time being in force) and the Companies (Audit and Auditors) Rules, 2014, as amended from time to time, remuneration of INR 600,000 (exclusive of applicable taxes and reimbursement of out of pocket expenses, at actuals) payable to Messrs. Rao, Murthy & Associates, Cost Accountants (Registration No. 000065), for conducting audit of the Cost Records of the Company for the Financial Year 2018-19, as approved by the Board of Directors, be and is hereby ratified.

**RESOLVED FURTHER THAT** the Board of Directors (including any Committee thereof) be and are hereby authorized to do such acts, deeds, matters and things as may be required to give effect to this resolution.

By Order of the Board

Soumitra Bhattacharya  
Managing Director  
DIN: 02783243

June 15, 2018  
Bengaluru

**Notes:**

- a) Statement setting out material facts pursuant to the provisions of section 102 of the Companies Act, 2013 (the“Act”) in respect of the special businesses set out at Item Nos. 4 to 10 of the Notice is annexed hereto.
- b) Brief profile of Mr. V. K. Viswanathan is annexed herewith and brief profiles of Ms. Hema Ravichandar, Mr. S. V. Ranganath, Mr. Jan-Oliver Röhr and Mr. S. C. Srinivasan form part of the statement setting out material facts pursuant to the requirements of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and Secretarial Standard on General Meetings issued by the Institute of Company Secretaries of India.
- c) **A member entitled to attend and vote at the Annual General Meeting is entitled to appoint a proxy to attend and vote instead of himself/herself and such proxy need not be a member of the Company.** A person can act as proxy on behalf of members not exceeding fifty (50) and holding in aggregate not more than ten percent of paid-up share capital of the Company.
- d) If a Proxy is appointed for more than fifty Members, he shall choose any fifty Members and confirm the same to the Company before the commencement of period specified for inspection. In case the Proxy fails to do so, the Company shall consider only the first fifty proxies received as valid.
- e) The form of proxy in order to be effective shall be duly completed and deposited at the Registered Office of the Company not less than 48 hours before the commencement of the meeting. During the period beginning 24 hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, a member would be entitled to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than 3 days’ written notice is given to the Company.
- f) An instrument of Proxy duly filled, stamped and signed is valid only for this Annual General Meeting including any adjournment thereof.
- g) Corporate Members intending to send their authorized representatives to attend the Annual General Meeting are requested to send to the Company, a certified copy of the relevant Board Resolution authorizing their representative(s) to attend and vote on their behalf at the Meeting.
- h) Members/Proxies/Representatives are requested to bring the attendance slip for attending the meeting, duly completed and signed mentioning therein details of their DP ID and Client ID/Folio No.
- i) In case of joint holders attending the Meeting, only such a joint holder whose name is higher in the Register of Members will be entitled to vote at the Meeting.
- j) The relevant documents referred in the Notice will be available for inspection by the members at the Registered Office of the Company during business hours on any working day (i.e. except Saturdays, Sundays & Public Holidays) up to the date of the Meeting. The said documents are also available on the website of the Company viz., [www.bosch.in](http://www.bosch.in).
- k) The Register of Members and the Share Transfer Books of the Company will remain closed from Saturday, June 09, 2018 to Friday, June 15, 2018 (both days inclusive) for ascertaining entitlement of members eligible to receive the dividend, if declared at the meeting.
- l) Subject to section 126 of the Act, dividend, if declared, will be paid to those Members whose names appear in the Register of Members as at the close of business on Friday, June 08, 2018 and who are beneficial owners as at the close of business on the said date as per the beneficiary list provided by Central Depository Services (India) Limited and National Securities Depository Limited.
- m) The Securities and Exchange Board of India (SEBI) has mandated submission of copy of Permanent Account Number (PAN) by every participant in the securities market. Members holding shares in electronic form are, therefore, requested to submit a copy of their PAN to the Depository Participants with whom they maintain their demat accounts. Members holding shares in physical form should submit a copy of their PAN to the Company/its Registrar and Transfer Agents (RTA).
- n) Members who have not registered their e-mail address so far are requested to register their e-mail address with Depository Participant/Registrar and Transfer Agents for receiving all the communications including Annual Reports, Notices, etc. in electronic mode.
- o) Rule 3 of Companies (Management and Administration) Rules, 2014 (as amended) prescribes that Register of Members should include details pertaining to e-mail, PAN/CIN, UID, Occupation, Status and Nationality. We request all the Members of the Company to update the said details with their respective depository participants in case of shares held in electronic form and with the Company’s Registrar and Transfer Agents in the case of physical holding.
- p) None of the Directors are related to each other or any Key Managerial Personnel of the Company. They do not hold any shares in the Company.
- q) In this Notice and Annexure(s) thereto the terms “Shareholders” and “Members” are used interchangeably.

- r) In compliance with the provisions of section 108 of the Companies Act, 2013, Companies (Management and Administration) Rules, 2014, and Regulation 44 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company is pleased to provide members facility to exercise their right to vote on resolutions proposed to be considered at the Annual General Meeting (AGM) by electronic means and the businesses may be transacted through e-voting services. The facility of casting votes by the members using an electronic voting system from a place other than the venue of the AGM (“remote e-voting”) would be provided by CDSL.
- s) The remote e-voting period begins on Tuesday, August 21, 2018 at 9.00 a.m. and ends on Thursday, August 23, 2018 at 5.00 p.m. During this period, shareholders of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date i.e. Friday, August 17, 2018 may cast their vote electronically. The remote e-voting module shall be disabled by CDSL for voting thereafter.
- t) The members can opt for only one mode of voting i.e. either by remote e-voting or by electronic ballot at the meeting. The members who have cast their vote by remote e-voting are eligible to attend the AGM but shall not be entitled to cast their vote again.

Steps for remote e-voting are given below for the information of the Members:

- (i) Open the e-voting website of CDSL and type the following in your web browser: [www.evotingindia.com](http://www.evotingindia.com).
- (ii) Click on Shareholders.
- (iii) Now enter your User ID
  - a. For CDSL: 16 digit beneficiary ID,
  - b. For NSDL: 8 character DP ID followed by 8 digit Client ID,
  - c. Members holding shares in Physical Form should enter Folio Number registered with the Company.
- (iv) Enter the Image Verification as displayed and Click on Login.
- (v) If you are holding shares in dematerialized form and had logged on to [www.evotingindia.com](http://www.evotingindia.com) and casted vote for any company using the remote e-voting facility provided by CDSL, then please use your existing password.

	<b>For Members holding shares in Demat Form and Physical Form</b>
PAN	<ul style="list-style-type: none"> <li>• Enter your 10 digit alpha-numeric PAN issued by Income Tax Department (applicable for shareholders holding shares in demat as well as in physical form)</li> <li>• Members who have not updated their PAN with the Company/Depository Participant are requested to use the sequence number which is printed on Attendance Slip indicated in the PAN field.</li> </ul>
Dividend Bank Details <b>OR</b> Date of Birth (DOB)	<ul style="list-style-type: none"> <li>• Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the Company records in order to login.</li> <li>• If both the details are not recorded with the depository or Company please enter the member ID / folio number in the Dividend Bank details field.</li> </ul>

- (vi) After entering the above details, click on “SUBMIT” tab.
- (vii) Members holding shares in physical form will be redirected to the Company selection screen. However, members holding shares in demat form will now reach ‘Password Creation’ menu wherein they are required to mandatorily enter a new login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting on resolutions of any other company for which they are eligible to vote, provided that company opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
- (viii) For Members holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
- (ix) Click on the EVSN for Bosch Limited : 180716021.
- (x) On the voting page, you will see “RESOLUTION DESCRIPTION” and against the same the option “YES/NO” for voting. Select option YES in case you wish to Assent to the resolution and NO in case you wish to Dissent to the resolution.



- (xi) Click on the “RESOLUTIONS FILE LINK” if you wish to view the entire Resolution details.
- (xii) After selecting the resolution you have decided to vote on, click on “SUBMIT”. A confirmation box will be displayed. If you wish to confirm your vote, click on “OK”, else to change your vote click on “CANCEL” and thereafter modify your vote.
- (xiii) Click on “CONFIRM” to confirm your voting. Once confirmed, you will not be allowed to modify your vote.
- (xiv) You can also take a print of the votes cast by clicking on “Click here to print” option on the voting page.
- (xv) If a demat account holder has forgotten the login password then enter the User ID and the image verification code and click on Forgot Password and enter the details as prompted by the system.
- (xvi) Shareholders can also cast their vote using CDSL’s mobile app m-Voting available for Android based mobiles. The m-Voting app can be downloaded from Google Play Store. Apple and Windows phone users can download the App from the AppStore and the Windows Phone Store respectively.
- (xvii) Note for Non – Individual Shareholders and Custodians:
- Non-Individual shareholders (i.e. other than Individuals, HUF, NRI, etc.) and Custodian are required to log on to [www.evotingindia.com](http://www.evotingindia.com) and register themselves as Corporates.
  - A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com).
  - After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
  - The list of accounts linked in the login should be mailed to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) and on approval of the accounts they would be able to cast their vote.
  - A scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favour of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.

In case you have any queries or issues regarding e-voting, you may refer the Frequently Asked Questions (“FAQs”) and e-voting manual available at [www.evotingindia.com](http://www.evotingindia.com), under help section or write an email to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) or call 1800-225-533. Alternatively, members may also contact the below mentioned officer of the Company for any grievance related to remote e-voting:-

Mr. Anuj Sharma  
Assistant Company Secretary  
Bosch Limited, P. B. No. 3000, Hosur Road, Adugodi, Bengaluru - 560 030  
Ph.: +91 80 6752 5009, 6752 9652;  
E-mail: [investor@in.bosch.com](mailto:investor@in.bosch.com)

All grievances connected with the facility for voting by electronic means may be addressed to Mr. Rakesh Dalvi, Manager, Central Depository Services (India) Limited, A-Wing, 25<sup>th</sup> Floor, Marathon Futurex, Mafatlal Mill Compounds, N M Joshi Marg, Lower Parel (East), Mumbai - 400013 or send an email to [helpdesk.evoting@cdslindia.com](mailto:helpdesk.evoting@cdslindia.com) or call 1800-225-533.

- u) The voting rights of members shall be in proportion to their share in the paid-up equity share capital of the Company as on the cut-off date i.e. August 17, 2018. Any person who is not a member as on the cut-off date and receives this notice shall treat the same for information purposes only.
- v) Mr. Pramod S. M. of BMP & Co., Practicing Company Secretaries, has been appointed as the Scrutinizer to scrutinize the voting and remote e-voting process in a fair and transparent manner.

The Company has opted to provide “electronic voting system” for all those members who are present at the AGM and have not cast their votes by remote e-voting facility.

After the conclusion of voting at the AGM, the Scrutinizers will submit a report after taking into account votes cast at the AGM as well as through remote e-voting in accordance with provisions of Rule 20 of Companies (Management and Administration) Rules, 2014, as amended. The consolidated results in respect of voting along with the Scrutinizer’s Report will be sent to the Stock Exchanges and will also be uploaded on website of the Company and CDSL.

June 15, 2018  
Bengaluru

By Order of the Board  
Soumitra Bhattacharya  
Managing Director  
DIN: 02783243

## ANNEXURE TO THE NOTICE

Brief profile of Mr. V. K. Viswanathan is given below:

Director Identification Number	01782934
Date of Birth	20/11/1950
Date of Appointment	01/11/2007
Qualification	Chartered Accountant
Experience	<p>Mr. Viswanathan joined the Bosch Group in 1998 and took up assignment at the Diesel Systems Division of Robert Bosch GmbH, Germany. Upon his return to India, he assumed the responsibility as Joint Managing Director of the Company with effect from January 01, 2001. From 2006 to October 2007, he served as Sr. Vice-President with Bosch Corporation, Farmington Hills, Michigan, USA. He served as Managing Director of the Company from February 2008 until his retirement in December 2012.</p> <p>He was appointed as the Chairman of the Company with effect from July 01, 2013.</p> <p>Before joining the Bosch group, Mr. Viswanathan was associated with Hindustan Unilever Limited as Group Treasurer and Head - Mergers &amp; Acquisitions.</p>
Directorships held in other companies/body corporates	<ul style="list-style-type: none"> <li>• Magma HDI General Insurance Company Limited</li> <li>• HDFC Standard Life Insurance Company Limited</li> <li>• Bharti Airtel Limited</li> <li>• TransUnion CIBIL Limited</li> <li>• Magma Fincorp Limited</li> <li>• United Spirits Limited</li> <li>• K S B Pumps Limited</li> <li>• Century Metal Recycling Limited</li> </ul>
Chairmanship/Membership of Committees held in companies/body corporates	<p><b>Magma HDI General Insurance Company Limited</b>  Audit Committee Chairman  Nomination &amp; Remuneration Committee Member</p> <p><b>HDFC Standard Life Insurance Company Limited</b>  Audit Committee Chairman  Nomination &amp; Remuneration Committee Member</p> <p><b>Bharti Airtel Limited</b>  Audit Committee Chairman  Risk Management Committee Member</p> <p><b>TransUnion CIBIL Limited</b>  Audit Committee Chairman  Nomination &amp; Remuneration Committee Member</p> <p><b>Magma Fincorp Limited</b>  Audit Committee Member  Nomination &amp; Remuneration Committee Member</p> <p><b>United Spirits Limited</b>  Audit Committee Chairman  Nomination &amp; Remuneration Committee Member</p> <p><b>KSB Pumps Limited</b>  Audit Committee Member</p> <p><b>Century Metal Recycling Limited</b>  Audit Committee Member  Corporate Social Responsibility Committee Member</p> <p><b>Bosch Limited</b>  Audit Committee Member  Nomination &amp; Remuneration Committee Member  Stakeholders' Relationship Committee Member</p>

Relationship with other Directors and Key Managerial Personnel	Not related to any Director or Key Managerial Personnel of the Company.	
Number of Equity shares held in the Company	Nil	
Number of Board Meetings attended during last Financial Year (2017-18)	Five meetings of the Board of Directors were held during the Financial Year 2017-18. Mr. Viswanathan attended all the meetings.	
Terms and conditions of Appointment	Non-Executive and Non-Independent Director, liable to retire by rotation.	
Last remuneration drawn	<b>Remuneration drawn for the Financial Year 2017-18</b>	
	Commission	INR 3,000,000
	Aggregate Sitting Fees	INR 150,000
	<b>Total</b>	<b>INR 3,150,000</b>

**STATEMENT SETTING OUT MATERIAL FACTS PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013, IN RESPECT OF ITEM NOS. 4 TO 10 OF THE NOTICE**

**ITEM NO. 4**

The Board of Directors, on the recommendation of the Nomination & Remuneration Committee, appointed Ms. Hema Ravichandar as an Additional Director (Independent) with effect from September 02, 2017. In terms of Section 161 of the Companies Act, 2013 (the "Act"), Ms. Hema Ravichandar will hold office up to the date of the 66<sup>th</sup> Annual General Meeting i.e. August 24, 2018. Ms. Ravichandar has given a declaration that she meets the eligibility criteria provided under the Act and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and that she is not disqualified from being appointed as a Director in terms of section 164 of the Act. The Company has received a notice in writing from a member under section 160(1) of the Act proposing appointment of Ms. Ravichandar as a Director of the Company.

Ms. Ravichandar, being eligible, is proposed to be appointed as an Independent Director for a term of five consecutive years from September 02, 2017 not liable to retire by rotation.

The terms & conditions of appointment of Independent Directors is available on the website of the Company viz., [www.bosch.in](http://www.bosch.in) and is also available for inspection by the members at the Registered Office of the Company during business hours on any working day (i.e. except Saturdays, Sundays & Public Holidays) up to the date of the Meeting.

Except for Ms. Hema Ravichandar, none of the Directors or Key Managerial Personnel or their relatives are in any way concerned or interested (whether financially or otherwise) in the resolution set out at Item No. 4 of the Notice.

The Board of Directors, considering the experience and expertise of Ms. Ravichandar, recommend the resolution at Item No. 4 of the Notice for approval of the members.

**Brief profile of Ms. Hema Ravichandar:**

Ms. Hema Ravichandar is a management professional with about 34 years of industry experience. As a Strategic HR advisor, she currently consults with and sits on the statutory and advisory Boards of both Indian and multinational corporations.

After completion of her management education from the Indian Institute of Management, Ahmedabad, Ms. Ravichandar started her career at erstwhile Motor Industries Company Limited (now Bosch Limited) in 1983. In 1992, she joined erstwhile Infosys Technologies Limited (now Infosys Limited) as the Head of Human Resources. Ms. Ravichandar was the Senior Vice-President and Global Head of Human Resources of Infosys until 2005.

Ms. Ravichandar has won several awards and accolades including three "HR Professional of the Year" Awards and has been listed amongst the "25 Most Powerful Women in India" and "Successful Women Professionals in IT".

Ms. Ravichandar holds directorship in the following companies other than Bosch Limited: (i) Marico Limited, (ii) Titan Company Limited, (iii) TATA Consulting Engineers Limited, (iv) Feedback Business Consulting Services Private Limited. Ms. Ravichandar is a member of the Audit Committee, Nomination & Remuneration Committee, Stakeholders' Relationship Committee, Corporate Social Responsibility Committee and Share Transfer Committee of the Company. Details of Committee positions of Ms. Ravichandar in companies other than Bosch Limited: (a) Marico Limited – Audit Committee (Member) & Corporate Governance Committee (Chairperson), (b) Titan Company Limited – Nomination & Remuneration Committee (Chairperson), Ethics Committee (Chairperson), Risk Committee (Member) and Corporate Social Responsibility Committee (Member), (c) TATA Consulting Engineers Limited – Audit & Risk Committee (Member), Committee of the Board (Member), Corporate Social Responsibility Committee (Member) and Nomination & Remuneration Committee (Chairperson).

Two (2) Board meetings were held subsequent to the appointment of Ms. Ravichandar as an Additional Director (Independent) during the Financial Year 2017-18. She attended both the meetings.

Ms. Ravichandar does not hold any shares in the Company nor is she related to any Director or Key Managerial Personnel of the Company. Ms. Ravichandar drew a gross remuneration of INR 1,744,375/- (Commission - INR 1,684,375 and aggregate sitting fees – INR 60,000) for the Financial Year 2017-18.

#### **ITEM NO. 5**

The Board of Directors, on the recommendation of the Nomination & Remuneration Committee, appointed Mr. S. V. Ranganath as an Additional Director (Independent) with effect from July 01, 2018. In terms of Section 161 of the Companies Act, 2013 (the "Act"), Mr. Ranganath will hold office up to the date of 66<sup>th</sup> Annual General Meeting i.e. August 24, 2018. Mr. Ranganath has given a declaration that he meets the eligibility criteria provided under the Act and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and that he is not disqualified from being appointed as a Director in terms of section 164 of the Act. The Company has received a notice in writing from a member under section 160(1) of the Act proposing appointment of Mr. Ranganath as a Director of the Company.

Mr. Ranganath, being eligible, is proposed to be appointed as an Independent Director for a term of 3 consecutive years from July 01, 2018 not liable to retire by rotation.

The terms & conditions of appointment of Independent Directors is available on the website of the Company viz., [www.bosch.in](http://www.bosch.in) and is also available for inspection by the members at the Registered office of the Company during business hours on any working day (i.e. except Saturdays, Sundays & Public Holidays) up to the date of the Meeting.

Except for Mr. Ranganath, none of the Directors or Key Managerial Personnel or their relatives are in any way concerned or interested (whether financially or otherwise) in the resolution set out at Item No. 5 of the Notice.

The Board of Directors recommend the Resolution set out at Item No. 5 of the Notice for the approval of the Members.

#### **Brief profile of Mr. S. V. Ranganath:**

Mr. S. V. Ranganath, aged 65 years, completed his masters in Science from St. Stephens College, New Delhi. Mr. Ranganath is an IAS Officer of Karnataka Cadre – Batch of 1975.

He is the former Chief Secretary of the Government of Karnataka (30.09.2009 to 31.10.2013). He served as Additional Secretary and Financial Advisor in the Department of Space. He also served as Member (Finance) of the Space Commission, Atomic Energy Commission and Earth Commission. He has held various key positions across various state & Central Government organizations including Chairman of the Indian Coffee Board and Non-Executive Chairman of IFCI Limited.

Mr. Ranganath has been extensively trained in various management concepts viz. decision making, human resource, international trade, financial management etc., in prestigious institutes both in India and abroad including IIT, IIM (Bangalore) and IIFT. He also received training in rural policy from United Kingdom.

He is currently the Vice-Chairman of the Karnataka State Higher Education Council.

Mr. Ranganath holds directorship in the following other companies:

<b>Sl. No.</b>	<b>Name of the Company</b>
1.	Coffee Day Enterprises Limited
2.	QS-ERA India Private Limited
3.	Coffee Day Global Limited
4.	Jana Capital Limited
5.	Center for Study of Science Technology and Policy
6.	Indian Institute of Human Settlements

Mr. Ranganath holds Committee positions in the following companies: (a) Coffee Day Enterprises Limited – Audit Committee (Chairman), Nomination and Remuneration Committee (Chairman), Corporate Social Responsibility Committee (Chairman) & Stakeholders' Relationship Committee (Member), (b) Coffee Day Global Limited – Audit Committee (Chairman), (c) Indian Institute of Human Settlements – Audit Committee (Member).

No meeting of the Board of Directors was held subsequent to the appointment of Mr. Ranganath as Additional Director (Independent) of the Company. He has not drawn any remuneration from the Company during the Financial Year 2017-18.

Mr. Ranganath does not hold any shares in the Company nor is he related to any Director or Key Managerial Personnel of the Company.

## ITEM NO. 6 & 7

Mr. Jan-Oliver Röhrle was appointed as an Alternate Director to Mr. Peter Tyroller with effect from February 11, 2017. In line with the organizational changes, he resigned as an Alternate Director with effect from the close of business hours on June 30, 2018. The Board of Directors, on recommendation of the Nomination and Remuneration Committee, at their meeting held on May 22, 2018, appointed Mr. Röhrle as an Additional Director and Executive Director with effect from July 01, 2018. In terms of section 161(1) of the Companies Act, 2013 (the "Act"), Mr. Röhrle will hold office as an Additional Director upto the date of the 66<sup>th</sup> Annual General Meeting of the Company. The Company has received a notice in writing from a member under section 160(1) of the Act proposing appointment of Mr. Röhrle as a Director of the Company.

The terms of appointment of Mr. Röhrle as Executive Director is given below:

1. Tenure: July 01, 2018 to December 31, 2020.
2. a) Base Salary:  
Annual base salary shall comprise of a Euro component of Euro 245,861 (gross) p.a. payable at the exchange rate on the salary day and a rupee component of INR 17,841,522 (gross) p.a.; in the annual base salary range of INR 25,000,000 (gross) p.a. to INR 50,000,000 (gross) p.a., increments/revisions being at the discretion of the Board.
- b) Variable Annual Bonus:  
Annual Bonus is fixed annually by the Board of Directors taking into account the economic results and Mr. Röhrle's personal performance and target achievement. It can amount up to 160% of the Annual Base Salary.
3. Deduction of tax at source:  
Mr. Röhrle's remuneration shall be subject to deduction of tax at source and other statutory deductions as applicable.
4. Minimum managerial remuneration (in case of absence or inadequacy of profits):  
Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of Mr. Röhrle, the Company has no profits or the profits are inadequate, the Company will pay remuneration, benefits and amenities as herein stated subject to the approval of the Central Government, if and to the extent necessary or in the alternative, pay remuneration by way of salary, perquisites and any other allowances within the ceiling limits prescribed in Para 1 of Section II of Part II of Schedule V to the Companies Act, 2013 (including any statutory re-enactment or modification thereof).
5. Benefits/Facilities:
  - a) Housing:  
The Company will provide and maintain a house for Mr. Röhrle and his family.
  - b) Gas, electricity and water charges:  
These services will be borne/paid by Mr. Röhrle.
  - c) Security for the house and Garden maintenance at the house:  
These services will be provided by/borne by the Company.
  - d) Car and driver:  
Two cars maintained and fueled by the Company with two drivers for the use of Mr. Röhrle and his family.
  - e) Telephone at home:  
One or more phones for the purpose of Company's business according to Company Rules.
  - f) Club Memberships:  
Fees of 2 clubs excluding admission and life membership fees.
  - g) Satellite TV:  
Annual subscription up to a maximum of INR 6,500 plus one German channel (optional). These services will be provided by Company.
  - h) Medical Reimbursement:  
As per the Company's Policy, as applicable to other Senior Management Executives of the Company.
  - i) Reimbursement of school fees:  
As per the Company's Policy, as applicable to other Senior Management Executives of the Company.
  - j) Other benefits:  
Mr. Röhrle would be entitled to any other benefits or privileges as may be available to other Senior Management Executives of the Company.
  - k) Expenses incurred on joining the Company, while on deputation and when returning to home state after

completion of employment:

Actual expenses incurred on travel and on packing, forwarding, loading, unloading, as well as freight, insurance, local transportation and installation expenses in connection with the moving of personal effects of Mr. Röhl and family for joining duty in Bengaluru will be paid by the Company.

Relocation expenses referred to above will also be paid when Mr. Röhl finally retires from the employment of the Company. In case Mr. Röhl joins another company within the Bosch Group, that company will bear these expenses. However, if Mr. Röhl resigns and joins another company outside the Bosch Group, then the Company will not reimburse such relocation expenses.

A copy of the Agreement dated June 05, 2018, encompassing the aforesaid terms and conditions and the Articles of Association referred above have been uploaded on the website of the Company at [www.bosch.in](http://www.bosch.in) and also available for inspection by the Members at the Registered Office of the Company during business hours on any working day (i.e. except Saturdays, Sundays and public holidays) up to the date of the Annual General Meeting.

The Board of Directors recommend the Ordinary Resolutions set out at Item No. 6 & 7 of the Notice for approval of Members.

Except Mr. Röhl, none of the Directors or Key Managerial Personnel, or their relatives are in any way concerned or interested (financially or otherwise) in the resolution set out at Item No. 6 & 7 of the Notice.

**Brief profile of Mr. Jan-Oliver Röhl is given below:**

Mr. Jan-Oliver Röhl has been associated with the Bosch Group since 1998. He assumed responsibility as Executive Vice-President (Engineering) & Regional President (Diesel Systems) of Bosch Limited effective January 01, 2017. He is currently Executive Vice-President (Powertrain Solutions) & Chief Technical Officer of the Company. During his association with the Bosch group, he has held various key positions in Diesel Systems, Gasoline Systems and Chassis Systems Control. In his last assignment he served as Senior Vice-President, Diesel Systems with Robert Bosch – Austria where he headed the product area of Large Engines at Diesel Systems, being responsible for product management, engineering, sales and project management, production and purchasing. Few of the other key positions held by him during his tenure with the Bosch group are enumerated below:

- 1998 - Production & process Engineering, Diesel Systems, Germany/Italy.
- 2001 - Manager for Production Engineering for Common Rail, Czech Republic, Diesel Systems.
- 2003 - Head of Department for Production of Common Rail Pumps, Czech Republic.
- 2006 - Vice-President Quality, Germany, Chassis Systems Control & Gasoline Systems.
- 2010 - Vice-President Manufacturing for ABS/ESP, Germany, Chassis Systems Control.
- 2013 - Sr. Vice-President, Product area Large Engines, Austria, Diesel Systems.

Born in 1971 in Heidelberg, Germany, Mr. Röhl graduated in 1998 as a mechanical engineer from Karlsruhe Technical University (KIT). He also holds a diploma as mechanical engineer from Grande Ecole ENSAM (Bordeaux, Paris).

Mr. Röhl does not hold directorship in any other company. He does not hold any committee positions in the Company. He does not hold any shares in the Company nor is he related to any Director or Key Managerial Personnel of the Company.

Mr. Röhl drew a remuneration of INR 68,325,154 for the Financial Year 2017-18.

**ITEM NO. 8**

The Board of Directors, on recommendation of the Nomination & Remuneration Committee and Audit Committee, appointed Mr. S. C. Srinivasan as the Chief Financial Officer of the Company with effect from July 01, 2018. In view of the organizational changes, the Board of Directors, on recommendation of the Nomination & Remuneration Committee, at their meeting held on May 22, 2018, also appointed Mr. Srinivasan as Alternate Director to Mr. Peter Tyroller (DIN: 06600928) with effect from July 01, 2018. Consequent to his appointment as Alternate Director, Mr. Srinivasan would be placed in position of a Whole-time Director effective July 01, 2018. The Board of Directors, therefore, at the same meeting approved his appointment as a Whole-time Director for a period of three years from July 01, 2018 to June 30, 2021, subject to the approval of the shareholders on terms and conditions as under:

1. Tenure: July 01, 2018 to June 30, 2021.
2. a) Base Salary:  
Annual Base Salary shall be INR 18,007,500 (gross) p.a. in the Annual Base Salary range of INR 17,500,000 (gross) p.a. to INR 25,000,000 (gross) p.a.; increments/revisions being at the discretion of the Board.
- b) Variable Annual Bonus:  
Annual Bonus is fixed annually by the Board of Directors taking into account the economic results and also Mr. Srinivasan's personal performance and target achievement. It can amount upto 160% of the Annual Base Salary.

- c) Cash Perk Basket:  
Allowance of INR 3,364,000 (gross) p.a. in the range of INR 3,000,000 (gross) p.a. to INR 7,500,000 (gross) p.a. comprising of Medical cost, Leave Travel Allowance, Housing and Security deduction, if any, and Supplementary Allowance as per Company's policies subject to the provisions of the Income Tax Act/Rules; revisions/increments being at the discretion of the Board.
3. Deduction of Tax at Source:  
Mr. Srinivasan's remuneration shall be subject to deduction of tax at source and other statutory deductions, as applicable.
4. Minimum managerial remuneration (in case of absence or inadequacy of profits)  
Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of Mr. Srinivasan, the Company has no profits or the profits are inadequate, the Company will pay remuneration, benefits and amenities as herein stated subject to the approval of the Central Government, if and to the extent necessary or in the alternative, pay remuneration by way of salary, perquisites and any other allowances within the ceiling limits prescribed in Para 1 of Section II of Part II of Schedule V to the Companies Act, 2013 (including any statutory re-enactment or modification thereof).
5. Benefits/Facilities
- a) Company leased/owned residential house:  
The Company will provide leased/owned house on request of Mr. Srinivasan subject to deduction from salary as per the rules of the Company.
- b) Gas, electricity and water charges:  
These services will be borne/paid by Mr. Srinivasan.
- c) Security for the house and Garden maintenance at the house:  
These services will be provided by/borne by the Company.
- d) Car and driver:  
Two cars maintained and fueled by the Company with two drivers for the use of Mr. Srinivasan and his family.
- e) Telephone at home:  
One or more phones for the purpose of Company's business according to Company Rules.
- f) Club Memberships:  
Fees of 2 clubs excluding admission and life membership fees.
- g) Other benefits:  
Mr. Srinivasan would be entitled to any other benefits or privileges including hospitalization and Life Insurance as may be available to other Senior Management Executives of the Company.
- h) Expenses incurred on joining the Company, while on deputation and when returning to home state after completion of employment:  
Actual expenses incurred on travel and on packing, forwarding, loading, unloading, as well as freight, insurance, local transportation and installation expenses in connection with the moving of personal effects of Mr. Srinivasan and family for joining duty in Bengaluru will be paid by the Company.  
  
Relocation expenses referred to above will also be paid when Mr. Srinivasan finally retires from the employment of the Company. In case Mr. Srinivasan joins another company within the Bosch Group, that company will bear these expenses. However, if Mr. Srinivasan resigns and joins another company outside the Bosch Group, then the Company will not reimburse such relocation expenses.

A copy of the Agreement dated June 15, 2018, encompassing the aforesaid terms and conditions and the Articles of Association referred to above have been uploaded on the website of the Company at [www.bosch.in](http://www.bosch.in) and also available for inspection by the Members at the Registered Office of the Company during business hours on any working day (except Saturdays, Sundays and public holidays) up to the date of the Annual General Meeting.

The Board of Directors recommend the Ordinary Resolution set out at Item No. 8 of the Notice for approval of Members.

Except Mr. Srinivasan, (who becomes a Key Managerial Personnel effective July 01, 2018) none of the Directors or Key Managerial Personnel, or their relatives are in any way concerned or interested (financially or otherwise) in the resolution set out at Item No. 8 of the Notice.

**Brief profile of Mr. S. C. Srinivasan:**

Mr. S. C. Srinivasan joined Bosch Limited in February 2017. He is a Chartered Accountant with over two decades of experience in Corporate strategy, Treasury, Mergers & Acquisition, Investor Relations, Business CFO, Supply chain finance and operational excellence, Business & functional transformation, Leadership and talent management. He has worked in India, Singapore, United Kingdom and Germany. He is well experienced in leading large multicultural and multi-location teams.

Prior to joining the Company, he was associated with the Unilever group, in India as well as overseas, for 27 years. He joined Unilever group in 1989 and served in various capacities as Factory Accountant, Management Accountant - Beverages, Sales Commercial Manager - East, Corporate Accountant and Commercial Manager Exports in the Foods business until 1998. He was seconded to Unilever, London as Group Financial Accountant and then as Strategic Analyst – Corporate Strategy Group between 1998 and 2002. Returning to India in mid-2002, he was Commercial Manager – Home and Personal Care business, Chief Buyer, Vice-President Treasury, M&A and Investor Relations between 2002 and 2010. He was seconded to Unilever between 2011 and 2016 as Vice President Supply Chain Finance - Asia, Africa, Middle East, Turkey & Russia and later as Vice-President - Business & Finance Services.

Mr. Srinivasan has a keen interest in education for the underprivileged, especially in remote areas. He is the co-founder of Golden Mile Learning, an NGO implementing e-learning and sustainable development in high altitude areas in Ladakh. Started in 2013, the digital learning project now covers 25 schools benefitting more than 5,000 children.

Mr. Srinivasan does not hold directorship in any other company. He does not hold any committee positions in the Company. He does not hold any shares in the Company nor is he related to any Director or Key Managerial Personnel of the Company.

He did not draw any remuneration from the Company for the Financial Year 2017-18.

#### **ITEM NO. 9**

The members at the 63<sup>rd</sup> Annual General Meeting of the Company held on August 28, 2015 approved vide a Special Resolution, payment of aggregate Commission to Non-Executive Directors of the Company of a sum not exceeding INR 20,000,000 per financial year for a period of five financial years commencing April 01, 2015.

In view of the changes in the composition of the Board and considering the existing commission paid to the Non-Executive Directors, the existing limit of INR 20,000,000 per financial year may not be adequate for the future. Therefore, it is proposed to increase the overall commission payable to the Non-Executive Directors to INR 30,000,000 (Rupees Three crore only).

The individual commission paid to the Non-Executive directors/Independent directors will continue to be in line with the existing compensation structure for the said directors that is linked to the attendance at the Board meetings, Membership/Chairmanship of Committee(s) of the Board, overall responsibilities as a director and other relevant factors as determined by the Board (non-interested directors). The said Commission would be in addition to the fees payable to the Directors for attending the meeting of the Board or Committee thereof and reimbursement of expenses incurred for participating in the Board and other meetings. The overall limit of INR 30,000,000 for and in respect of a financial year as specified in the resolution is enabling in nature in view of the changes in the Board composition as well as facilitating future revisions by the Board, if any.

The Board of Directors recommend the Special Resolution set out at Item No. 9 of the Notice for the approval of the Members.

The Non-Executive Directors and Independent Directors may be deemed to be concerned or interested in the resolution set out at Item No. 9 of the Notice. None of the other Directors or Key Managerial Personnel or their relatives are in any way concerned or interested (financially or otherwise) in the resolution set out at Item No. 9 of the Notice.

#### **ITEM NO. 10**

The Board of Directors, on recommendation of the Audit Committee, at their meeting held on May 22, 2018, appointed Messrs. Rao, Murthy & Associates, Cost Accountants as Cost Auditors of the Company to audit the cost records of the Company for the Financial Year 2018-19 at a remuneration of INR 600,000 (Rupees Six Lakhs only) excluding applicable taxes and reimbursement of out of pocket expenses, at actuals incurred in connection with Cost Audit.

In terms of the provisions of Section 148 of the Companies Act, 2013 read with the Companies (Audit and Auditors) Rules, 2014, the remuneration payable to the Cost Auditor requires ratification by the Members of the Company. Accordingly, consent of the members is sought by passing an Ordinary Resolution as set out at Item No. 10 of the Notice.

The Board of Directors recommend the Ordinary Resolution set out at Item No. 10 of the Notice, for approval of Members.

None of the Directors or Key Managerial Personnel, or their relatives are in any way concerned or interested (financially or otherwise) in the resolution set out at Item No. 10 of the Notice.

June 15, 2018  
Bengaluru

By Order of the Board  
Soumitra Bhattacharya  
Managing Director  
DIN: 02783243



ROUTE MAP



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# Bosch Limited

(CIN: L85110KA1951PLC000761)  
 Registered Office: P. B. No. 3000, Hosur Road, Adugodi, Bengaluru -560 030  
 Tel: +91 80 6752 9652, 6752 5009  
 website: [www.bosch.in](http://www.bosch.in) e-mail: [investor@in.bosch.com](mailto:investor@in.bosch.com)

Name of the member(s)	:	
Registered address	:	
E-mail ID	:	
Folio No. / DP ID-Client ID	:	

I/We, being the member(s) of ..... shares of the above named company, hereby appoint

- (1) Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 E-mail Id: \_\_\_\_\_ Signature: \_\_\_\_\_ or failing him;
- (2) Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 E-mail Id: \_\_\_\_\_ Signature: \_\_\_\_\_ or failing him;
- (3) Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 E-mail Id: \_\_\_\_\_ Signature: \_\_\_\_\_ or failing him;

as my/our proxy to attend and vote (either on poll or through e-voting) for me/us and on my/our behalf at the 66<sup>th</sup> Annual General Meeting of Company, to be held on August 24, 2018 at Trinity Hall ‘Vivanta by Taj’, 41/3, Mahatma Gandhi Road, Bengaluru - 560 001 and at any adjournment thereof in respect of such resolutions as are indicated below:

Sl. No.	Resolutions	Type of Resolution	For	Against
<b>ORDINARY BUSINESS</b>				
1.	Adoption of Financial Statements (Standalone and Consolidated) for the financial year ended March 31, 2018	Ordinary	<input type="checkbox"/>	<input type="checkbox"/>
2.	Declaration of dividend	Ordinary	<input type="checkbox"/>	<input type="checkbox"/>
3.	Re-appointment of Mr. V. K. Viswanathan as a Director	Ordinary	<input type="checkbox"/>	<input type="checkbox"/>
<b>SPECIAL BUSINESS</b>				
4.	Appointment of Ms. Hema Ravichandar (DIN: 00032929) as Director and Independent Director	Ordinary	<input type="checkbox"/>	<input type="checkbox"/>
5.	Appointment of Mr. S. V. Ranganath (DIN: 00323799) as Director and Independent Director	Ordinary	<input type="checkbox"/>	<input type="checkbox"/>
6.	Appointment of Mr. Jan-Oliver Röhr (DIN: 07706011) as a Director	Ordinary	<input type="checkbox"/>	<input type="checkbox"/>
7.	Appointment of Mr. Jan-Oliver Röhr (DIN: 07706011) as an Executive Director	Ordinary	<input type="checkbox"/>	<input type="checkbox"/>
8.	Appointment of Mr. S. C. Srinivasan (DIN: 02327433) as a Whole-time Director	Ordinary	<input type="checkbox"/>	<input type="checkbox"/>
9.	Increase in the aggregate commission payable to Non-Executive Directors	Special	<input type="checkbox"/>	<input type="checkbox"/>
10.	Ratification of remuneration payable to Cost Auditors	Ordinary	<input type="checkbox"/>	<input type="checkbox"/>

Signed this ..... day of ..... 2018

\_\_\_\_\_  
 Signature of shareholder

\_\_\_\_\_  
 Signature of Proxy holder(s)

Affix  
 Revenue  
 Stamp

**Notes :**

- This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.
- For the Resolutions, Explanatory Statement and Notes, please refer to Notice of the 66<sup>th</sup> Annual General Meeting.
- It is optional to put a ‘✓’ in the appropriate column against the resolutions indicated in the box. If you leave the ‘For’ or ‘Against’ column blank against any or all Resolutions, your Proxy will be entitled to vote in the manner as he/she thinks appropriate.
- Please complete all details including your membership details in above box before submission. Blank/Incomplete Proxies shall be considered as invalid.



# BOSCH LIMITED

(CIN : L85110KA1951PLC000761)

Regd. Office : P.B. No. 3000, Hosur Road, Adugod, Bengaluru-560030, Karnataka, India  
Tel +91 080 6752 9652, 6752 5009, 6752 2315; Website: www.bosch.in; e-mail : investor@in.bosch.com

## ATTENDANCE SLIP

66<sup>th</sup> ANNUAL GENERAL MEETING

**Day** : Friday; **Date** : August 24, 2018; **Time** : 10.30 a.m.

**Place** : "Vivanta by Taj", 41/3, Mahatma Gandhi Road, Bengaluru - 560 001

.....  
Member's Folio No./DPID-Client ID No.

.....  
Member's/Proxy's name in Block Letters

.....  
Member's/Proxy's Signature

Sign this attendance slip and hand it over at the entrance of the meeting hall.

The electronic voting particulars are set out below:

<b>EVSN</b> (Electronic Voting Sequence Number)	<b>USER ID</b>	<b>PASSWORD</b>

Please refer Notice of AGM for instructions on remote e-voting.

# Report of the Directors

**The Directors have pleasure in presenting their TWENTY FIFTH Annual Report together with the Audited Statements of Accounts for the Financial Year ended March 31,2018.**

## Operations

The Company has not commenced business.

## Dividend

The Board of Directors do not recommend any dividend for the Financial Year ended March 31, 2018.

## Directors

Pursuant to Article 92 of the Articles of Association of the Company, Dr Andreas Wolf (DIN : 07088505) retires by rotation at the Twenty Fifth Annual General Meeting. He is eligible for re-election.

## Changes in the Board

Dr. Andreas Wolf, who was appointed as an Additional Director of the Company with effect from January 01, 2017 pursuant to Section 161(1) of the Companies Act, 2013 (the "Act") and the Articles of Association of the Company was appointed as Director with effect from August 10, 2017 at the 24th Annual General Meeting.

## Board Meetings

During the Financial Year ended March 31, 2018, 5 meetings of the Board of Directors were held on: April 13, 2017; May 25, 2017; September 01, 2017; November 09, 2017 and February 05, 2018.

## Risk Management

Since the Company has not commenced any business no specific Risk Management Policy has been formulated. However, the Company is guided by the Risk Management Policy of its Parent Company i.e. Bosch Limited.

## Details of Loans, Guarantee and Investment

No Loans, Guarantee & Investments were granted, provided or made during the period under review.

## Corporate Social Responsibility (CSR)

The Company does not fall under the ambit of Section 135 of Companies Act, 2013 relating to Corporate Social Responsibility.

## Related Party Transactions

There were no material contracts or arrangements entered with related parties pursuant to the provisions of section 188 of the Act.

## Deposits

During the year under review, there were no deposits as per the provisions of Companies Act, 2013.

## Auditors

Pursuant to the provisions of Section 139 of the Companies Act 2013, M/s. Deloitte Haskins & Sells LLP (Firm Registration No. 117366W/W-100018) (DHS LLP) were appointed as Statutory Auditors of the Company at the 24th Annual General Meeting of the Company for a period of five years till the conclusion of the 29th Annual General Meeting to audit the Financial Statements of the Company from Financial Year 2017-18.

The Auditors' Report on the Financial Statements for the Financial Year 2017-18 is unmodified i.e. it does not contain any qualification, reservation or adverse remark.

## Directors' Responsibility Statement

Pursuant to Section 134(5) of The Companies Act, 2013, we report that:

- a) In the preparation of the annual accounts, the applicable accounting standards have been followed along with proper explanation relating to material departures;
- b) the directors had selected such accounting policies and applied them consistently and made judgments and estimates that are reasonable and prudent so as to give a true and fair view of the state of affairs of the Company as at March 31, 2018 and of the profit of the Company for the period April 01, 2017 to March 31, 2018;
- c) the directors had taken proper and sufficient care for the maintenance of adequate accounting records in accordance with the provisions of this Act for safeguarding the assets of the company and for preventing and detecting fraud and other irregularities;
- d) the directors had prepared the annual accounts on a going concern basis; and
- e) the directors had devised proper systems to ensure compliance with the provisions of all applicable laws and that such systems were adequate and operating effectively.

## Energy Conservation, Technology Absorption, Foreign Exchange Earnings & Outgo

The Company has not commenced any operation hence provisions of Section 134(1)(m) of the

Companies Act, 2013 and Rule 8 of Company (Accounts) Rules, 2014 are not applicable to the Company.

There were no foreign exchange earnings or outgo during the period under review.

#### **Significant and Material Orders**

There were no significant and material orders passed by the regulations or courts impacting the going concern status or Company's operations.

#### **Material Changes and Commitments**

There were no material changes and commitments between the end of Financial Year and the date of this report which could have an impact on the financial position of the Company.

#### **Extract of Annual Return**

As required by Section 92(3) of the Act and the rules framed thereunder, the extract of the Annual Return in Form MGT-9 is enclosed as Annexure to the Board's Report.

#### **Acknowledgement**

Directors express their gratitude to the various Governments Departments for their continued cooperation extended to the Company.

For and on behalf of the Board of Directors

Soumitra Bhattacharya	Dr. Andreas Wolf
Director	Director
DIN No.: 02783243	DIN No.: 07088505

Bengaluru  
May 21, 2018

# Form No. MGT-9

EXTRACT OF ANNUAL RETURN AS ON THE FINANCIAL YEAR ENDED MARCH  
31, 2018

[Pursuant to section 92(3) of the Companies Act, 2013 and rule 12(1) of the  
Companies (Management and Administration) Rules, 2014]

## I. REGISTRATION AND OTHER DETAILS:

<b>i.</b>	CIN	<b>U51109KA1992PTC013736</b>
<b>ii.</b>	Registration Date	26.11.1992
<b>iii.</b>	Name of the Company	MICO TRADING PRIVATE LIMITED
<b>iv.</b>	Category / Sub-Category of the Company	Subsidiary Company of Bosch Limited
<b>v.</b>	Address of the Registered office and contact details	Hosur Road, Adugodu, Bengaluru – 560 030 Telephone: 080 6752 9652
<b>vi.</b>	Whether listed company	No
<b>vii.</b>	Name, Address and Contact details of Registrar and Transfer Agent, if any	NA*

Note\* - NA refers to Not Applicable

## II. PRINCIPAL BUSINESS ACTIVITIES OF THE COMPANY

All the business activities contributing 10 % or more of the total turnover of the company shall be stated:-

Sr. No.	Name and Description of main products / services	NIC Code of the Product/ service	% to total turnover of the company
1	Nil		
2			
3			







nominal share capital upto Rs. 1 lakh									
(ii) Individual shareholders holding nominal share capital in excess of Rs 1 lakh									
c) Others (Specify)					<b>NA</b>				
Sub-total (B)(2)									
Total Public Shareholding (B)=(B)(1)+(B)(2)									
C. Shares held by Custodian for GDRs & ADRs									
Grand Total (A+B+C)									

## ii. Shareholding of Promoters

Sr. No	Shareholder's Name	Shareholding at the beginning of the year			Shareholding at the end of the year			% change in share holding during the year
		No. of Shares	% of total Shares of the company	% of Shares Pledged / encumbered to total shares	No. of Shares	% of total Shares of the company	% of Shares Pledged / encumbered to total shares	
1.	Bosch Limited	100,000	100%	Nil	100,0	100%	Nil	NA
2.								
3.								
	<b>Total</b>	100,000	100%	Nil	100,0	100%	Nil	NA

**iii. Change in Promoters' Shareholding ( please specify, if there is no change)**

*Note - There is no change in Promoters' Shareholding*

Sr. no		Shareholding at the beginning of the year		Cumulative Shareholding during the year	
		No. of shares	% of total shares of the company	No. of shares	% of total shares of the company
	At the beginning of the year				
	Date wise Increase / Decrease in Promoters Shareholding during the year specifying the reasons for increase / decrease (e.g. allotment / transfer / bonus/ sweat equity etc):		<b>NA</b>		
	At the End of the year				

**iv. Shareholding Pattern of top ten Shareholders (other than Directors, Promoters and Holders of GDRs and ADRs):**

Sr. no		Shareholding at the beginning of the year		Cumulative Shareholding during the year	
		No. of shares	% of total shares of the company	No. of shares	% of total shares of the company
	<b>For Each of the Top 10 Shareholders</b>				
	At the beginning of the year				
	Date wise Increase / Decrease in Shareholding during the year specifying the reasons for increase / decrease (e.g. allotment / transfer / bonus/ sweat equity etc):		<b>NA</b>		
	At the End of the year (or on the date of separation, if separated during the year)				

**v.Shareholding of Directors and Key Managerial Personnel:**

Sr. no		Shareholding at the beginning of the year		Cumulative Shareholding during the year	
		No. of shares	% of total shares of the company	No. of shares	% of total shares of the company
	<b>For Each of the Directors and KMP</b>				
1.	<b>Mr. Soumitra Bhattacharya</b>				
	At the beginning of the year	<b>1</b>	<b>0.001%</b>	<b>1</b>	<b>0.001%</b>
	Date wise Increase / Decrease in Shareholding during the year specifying the reasons for increase / decrease (e.g. allotment / transfer / bonus/ sweat equity etc):	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>
	At the End of the year	<b>1</b>			<b>1</b>

**V. INDEBTEDNESS**

Indebtedness of the Company including interest outstanding/accrued but not due for payment

	Secured Loans excluding deposits	Unsecured Loans	Deposit	Total Indebtedness
Indebtedness at the beginning of the financial year				
<b>i) Principal Amount</b> <b>ii) Interest due but not paid</b> <b>iii) Interest accrued but not due</b>				
Total (i+ii+iii)				
Change in Indebtedness during the financial year		<b>NA</b>		

- Addition - Reduction				
Net Change				
Indebtedness at the end of the financial year				
<b>i)</b> Principal Amount				
<b>ii)</b> Interest due but not paid				
<b>iii)</b> Interest accrued but not due				
<b>Total (i+ii+iii)</b>				

## **VI. REMUNERATION OF DIRECTORS AND KEY MANAGERIAL PERSONNEL**

### **A. Remuneration to Managing Director, Whole-time Directors and/or Manager**

<b>Sl. No.</b>	<b>Particulars of Remuneration</b>	<b>Name of MD/WTD/ Manager</b>				<b>Total Amount</b>
1.	Gross salary  (a) Salary as per provisions contained in section 17(1) of the Income-tax Act, 1961  (b) Value of perquisites u/s 17(2) Income-tax Act, 1961  (c) Profits in lieu of salary under section 17(3) Income- tax Act, 1961					
2.	Stock Option	<b>NA</b>				
3.	Sweat Equity					
4.	Commission - as % of profit - others, specify...					
5.	Others, please specify					
6.	Total (A)					

	Ceiling as per the Act					

**B. Remuneration to other directors:**

Sl. No.	Particulars of Remuneration	Name of Directors				Total Amount
	<u>Independent Directors</u> · Fee for attending board / committee meetings · Commission · Others, please specify					
	Total (1)					
	<u>Other Non-Executive Directors</u> · Fee for attending board / committee meetings · Commission · Others, please specify		<b>NA</b>			
	Total (2)					
	Total (B)=(1+2)					
	Total Managerial Remuneration					
	Overall Ceiling as per the Act					

**C. Remuneration to Key Managerial Personnel Other Than MD /Manager /WTD**

Sl. no.	Particulars of Remuneration	Key Managerial Personnel			
		CEO	Company Secretary	CFO	Total
1.	Gross salary (a) Salary as per provisions contained in section 17(1) of the Income-tax Act, 1961  (b) Value of perquisites u/s 17(2) Income-tax Act, 1961		<b>NA</b>		

	(c) Profits in lieu of salary under section 17(3) Income-tax Act, 1961				
2.	Stock Option				
3.	Sweat Equity				
4.	Commission - as % of profit - others, specify...				
5.	Others, please specify				
6.	Total				

## **VII. PENALTIES / PUNISHMENT/ COMPOUNDING OF OFFENCES:**

NIL – There is no penalties/ punishment/ compounding of offences

<b>Type</b>	<b>Section of the companies Act</b>	<b>Brief description</b>	<b>Details of Penalty/ Punishment/ Compounding fees imposed</b>	<b>Authority[RD /NCLT/Court]</b>	<b>Appeal made, If any(give details)</b>
<b>A. Company</b>					
Penalty					
Punishment					
Compounding					
<b>B. Directors</b>					
Penalty					
Punishment					
Compounding					
<b>C. Other Officers In Default</b>					
Penalty					
Punishment					
Compounding					

On behalf of the Board of Directors

Place : Bengaluru  
Date : May 21, 2018

Soumitra Bhattacharya  
Director  
DIN No: 02783243



## **INDEPENDENT AUDITOR'S REPORT To The Members of MICO Trading Private Limited**

### **Report on the Ind AS Financial Statements**

We have audited the accompanying Ind AS financial statements of **MICO Trading Private Limited** ("the Company"), which comprise the Balance Sheet as at March 31, 2018, and the Statement of Profit and Loss (including Other Comprehensive Income), the Cash Flow Statement and the Statement of Changes in Equity for the year then ended, and a summary of the significant accounting policies and other explanatory information.

### **Management's Responsibility for the Ind AS Financial Statements**

The Company's Board of Directors is responsible for the matters stated in Section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these Ind AS financial statements that give a true and fair view of the financial position, financial performance including other comprehensive income, cash flows and changes in equity of the Company in accordance with the Indian Accounting Standards (Ind AS) prescribed under section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015, as amended, and other accounting principles generally accepted in India.

This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the Ind AS financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these Ind AS financial statements based on our audit.

In conducting our audit, we have taken into account the provisions of the Act, the accounting and auditing standards and matters which are required to be included in the audit report under the provisions of the Act and the Rules made thereunder and the Order issued under section 143(11) of the Act.

We conducted our audit of the Ind AS financial statements in accordance with the Standards on Auditing specified under Section 143(10) of the Act. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Ind AS financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and the disclosures in the Ind AS financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Ind AS financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal financial control relevant to the Company's preparation of the Ind AS financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of the accounting estimates made by the Company's Directors, as well as evaluating the overall presentation of the Ind AS financial statements.

We believe that the audit evidence obtained by is sufficient and appropriate to provide a basis for our audit opinion on the Ind AS financial statements.

**Opinion**

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid Ind AS financial statements give the information required by the Act in the manner so required and give a true and fair view in conformity with the Ind AS and other accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2018, and its loss, total comprehensive loss, its cash flows and the changes in equity for the year ended on that date.

**Report on Other Legal and Regulatory Requirements**

1. As required by Section 143(3) of the Act, based on our audit, to the extent applicable that:
  - a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.
  - b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books
  - c) The Balance Sheet, the Statement of Profit and Loss including Other Comprehensive Income, the Cash Flow Statement and Statement of Changes in Equity dealt with by this Report are in agreement with the books of account.
  - d) In our opinion, the aforesaid Ind AS financial statements comply with the Indian Accounting Standards prescribed under section 133 of the Act.
  - e) On the basis of the written representations received from the directors of the Company as on March 31, 2018 taken on record by the Board of Directors, none of the directors is disqualified as on March 31, 2018 from being appointed as a director in terms of Section 164(2) of the Act.
  - f) With respect to the adequacy of the internal financial controls over financial reporting of the Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure A". Our report expresses an unmodified opinion on the adequacy and operating effectiveness of the Company's internal financial controls over financial reporting.
  - g) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, as amended, in our opinion and to the best of our information and according to the explanations given to us:
    - i. The Company does not have any pending litigations which would impact its financial position.
    - ii. The Company did not have any long-term contracts including derivative contracts for which there were any material foreseeable losses.
    - iii. There were no amounts which were required to be transferred to the Investor Education and Protection Fund by the Company.
2. As required by the Companies (Auditor's Report) Order, 2016 ("the Order") issued by the Central Government in terms of Section 143(11) of the Act, we give in "Annexure B" a statement on the matters specified in paragraphs 3 and 4 of the Order.

For **Deloitte Haskin & Sells LLP**  
Chartered Accountants  
(Firm's Registration No. 117366W/W-100018)



**S Sundaresan**  
Partner  
(Membership No. 25776)

Place :Bengaluru

Date:



**Report on Internal Financial Controls Over Financial Reporting**

**ANNEXURE "A" TO THE INDEPENDENT AUDITOR'S REPORT**

**(Referred to in paragraph 1(f) under 'Report on Other Legal and Regulatory Requirements' section of our report of even date)**

**Report on the Internal Financial Controls Over Financial Reporting under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")**

We have audited the internal financial controls over financial reporting of **MICO Trading Private Limited** ("the Company") as of March 31, 2018 in conjunction with our audit of the Ind AS financial statements of the Company for the year ended on that date.

**Management's Responsibility for Internal Financial Controls**

The Company's management is responsible for establishing and maintaining internal financial controls based on the internal control over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India. These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

**Auditor's Responsibility**

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting of the Company based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") issued by the Institute of Chartered Accountants of India and the Standards on Auditing prescribed under Section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting was established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's internal financial controls system over financial reporting.

**Meaning of Internal Financial Controls Over Financial Reporting**

A company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

**Inherent Limitations of Internal Financial Controls Over Financial Reporting**

Because of the inherent limitations of internal financial controls over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting to future periods are subject to the risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

**Opinion**

In our opinion, to the best of our information and according to the explanations given to us and based on the consideration of the reports of the branch auditors and other auditors on internal financial controls system over financial reporting, the Company has, in all material respects, an adequate internal financial controls system over financial reporting and such internal financial controls over financial reporting were operating effectively as at March 31, 2018, based on the criteria for internal financial control over financial reporting established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

For **Deloitte Haskin & Sells LLP**

Chartered Accountants

(Firm's Registration No. 117366W/W-100018)

*S. Sundaresan*

**S Sundaresan**

Partner

(Membership No. 25776)

Place: Bengaluru

Date: *May 21, 2018*



**ANNEXURE B TO THE INDEPENDENT AUDITOR'S REPORT**

(Referred to in paragraph 2 under 'Report on Other Legal and Regulatory Requirements' section of our report of even date)

- (ii) The Company does not have any fixed assets and hence reporting under clause (i) of the Order is not applicable.
- (iii) The Company does not have any inventory and hence reporting under clause (ii) of the Order is not applicable.
- (iv) The Company has not granted any loans, secured or unsecured, to companies, firms, Limited Liability Partnerships or other parties covered in the register maintained under section 189 of the Companies Act, 2013.
- (v) The Company has not granted any loans, made investments or provided guarantees and hence reporting under clause (iv) of the Order is not applicable.
- (vi) According to the information and explanations given to us, the Company has not accepted any deposit during the year and there were no unclaimed deposits.
- (vii) Having regard to the nature of the Company's business/activities, reporting under clause (vi) of the Order is not applicable.
- (viii) According to the information and explanations given to us, in respect of statutory dues:
  - (a) The Company has generally been regular in depositing undisputed statutory dues, including Income-tax, Service Tax, Goods and Service Tax, cess and other material statutory dues applicable to it to the appropriate authorities. Provident Fund, Employees' State Insurance, Sales Tax, Customs Duty, Excise Duty, Value Added Tax, is not applicable to the Company.
  - (b) There were no undisputed amounts payable in respect of Income-tax, Service Tax, Goods and Service Tax, cess and other material statutory dues in arrears as at March 31, 2018 for a period of more than six months from the date they became payable. Provident Fund, Employees' State Insurance, Sales Tax, Customs Duty, Excise Duty, Value Added Tax is not applicable to the Company.
  - (c) There are no dues of Income-tax, Service Tax, Goods and Service Tax as on March 31, 2018 on account of disputes. Provident Fund, Employees' State Insurance, Sales Tax, Customs Duty, Excise Duty, Value Added Tax is not applicable to the Company.
- (ix) The Company has not taken any loans or borrowings from financial institutions, banks and government or has not issued any debentures. Hence reporting under clause (viii) of the Order is not applicable to the Company.
- (x) The Company has not raised moneys by way of initial public offer or further public offer (including debt instruments) or term loans and hence reporting under clause (ix) of the Order is not applicable.
- (xi) To the best of our knowledge and according to the information and explanations given to us, no fraud by the Company and no material fraud on the Company by its officers or employees has been noticed or reported during the year.
- (xii) The Company is a private company and hence the provisions of section 197 of the Companies Act, 2013 do not apply to the Company.
- (xiii) The Company is not a Nidhi Company and hence reporting under clause (xii) of the Order is not applicable.
- (xiv) The Company is a private company and hence the provisions of section 177 and section 188 of the Companies Act, 2013 are not applicable to the Company. In our opinion and according to the information and explanations given to us, the Company has disclosed the details of related party transactions in the financial statements etc. as required by the applicable accounting standards.



**Deloitte  
Haskins & Sells LLP**

- (xv) During the year, the Company has not made any preferential allotment or private placement of shares or fully or partly convertible debentures and hence reporting under clause (xiv) of the Order is not applicable to the Company.
- (xvi) In our opinion and according to the information and explanations given to us, during the year the Company has not entered into any non-cash transactions with its directors or persons connected with him and hence provisions of section 192 of the Companies Act, 2013 are not applicable.
- (xvii) The Company is not required to be registered under section 45-IA of the Reserve Bank of India Act, 1934.

For **Deloitte Haskin & Sells LLP**  
Chartered Accountants  
(Firm's Registration No. 117366W/W-100018)

*S. Sundaresan*

**S Sundaresan**  
Partner  
(Membership No. 25776)

Place: Bengaluru

Date: *May 21, 2018*

*↓*

**MICO TRADING PRIVATE LIMITED**

Balance sheet as at March 31, 2018

[Rs. in Thousands (TINR)]

	Note No.	As at March 31, 2018	As at March 31, 2017
<b>A Assets</b>			
<b>1. Non-current assets</b>			
Tax Assets	4	17	10
<b>Total non-current assets</b>		<b>17</b>	<b>10</b>
<b>2. Current assets</b>			
Financial assets			
(i) Cash and cash equivalents	5(a)	55	70
(ii) Bank balances other than (i) above	5(b)	1,000	1,000
(iii) Other financial assets	5(c)	3	3
<b>Total current assets</b>		<b>1,058</b>	<b>1,073</b>
<b>Total assets (1+2)</b>		<b>1,075</b>	<b>1,083</b>
<b>B Equity and Liabilities</b>			
<b>1. Equity</b>			
Equity share capital	6(a)	1,000	1,000
Other equity			
Reserves and Surplus	6(b)	(37)	14
<b>Total equity</b>		<b>963</b>	<b>1,014</b>
<b>2. Liabilities</b>			
<b>Current liabilities</b>			
(i) Trade payable	7(a)	103	63
(ii) Other Current liabilities	7(b)	9	6
<b>Total current liabilities</b>		<b>112</b>	<b>69</b>
<b>Total liabilities</b>		<b>112</b>	<b>69</b>
<b>Total equity and liabilities (1+2)</b>		<b>1,075</b>	<b>1,083</b>
Summary of significant accounting policies	2		

The accompanying notes are an integral part of these financial statements.

In terms of our report attached:  
For Deloitte Haskins & Sells LLP  
Chartered Accountants

*S. Sundaresan*

S. Sundaresan  
Partner



Place: Bengaluru  
Date: May 21, 2018

For and on behalf of the Board

*Andreas Wolf*  
Andreas Wolf

Place: Bengaluru  
Date: May 21, 2018

**MICO TRADING PRIVATE LIMITED**

Statement of Profit and Loss for the year ended March 31, 2018

[Rs. in Thousands (TINR)]

	Note No.	For the year ended March 31, 2018	For the year ended March 31, 2017
Revenue :			
Other income	8	68	76
<b>Total Income</b>		68	76
Expenses :			
Other expenses	9	119	69
<b>Total Expenses</b>		119	69
<b>Profit before tax</b>		(51)	7
Income Tax expense :			
Current tax	10	-	2
<b>Profit for the year</b>		(51)	5
<b>Other comprehensive income(OCI)</b>			
Items that will not be reclassified to profit or loss		-	-
<b>Other comprehensive income for the year (Net of tax)</b>		-	-
<b>Total comprehensive income for the year</b>		(51)	5
Earnings per share of nominal value of Rs. 10/- each - Basic and Diluted	11	(0.51)	0.05
Summary of significant accounting policies	2		

The accompanying notes are an integral part of these financial statements.

In terms of our report attached:  
For Deloitte Haskins & Sells LLP  
Chartered Accountants

*S. Sundaresan*

S. Sundaresan  
Partner



Place: Bengaluru  
Date: May 21, 2018

For and on behalf of the Board

*Andreas Wolf*

Place: Bengaluru  
Date: May 21, 2018



**MICO TRADING PRIVATE LIMITED**

**Cash Flow Statement**

[Rs. in Thousands (TINR)]

	For the year ended March 31, 2018	For the year ended March 31, 2017
<b>A. Cash flow from operating activities</b>		
Profit before tax	(51)	7
Adjustments for : Interest income	(68)	(76)
Operating loss before working capital changes	(119)	(69)
Changes in working capital: Increase/ (decrease) in other financial liabilities	43	(36)
Net Cash used in operations	(76)	(105)
Direct taxes refunded/ (paid)	(7)	1
Net cash from operating activities	(83)	(104)
<b>B. Cash flow from investing activities</b>		
Interest received	68	76
Net cash from investing activities	68	76
Net cash flows during the year (A+B)	(15)	(28)
Cash and cash equivalents (Opening balance)	70	98
Cash and cash equivalents (Closing balance)	55	70
	As at March 31, 2018	As at March 31, 2017
Cash and cash equivalents as per above comprise of :		
Cash and cash equivalent [Refer Note 5(a)]	55	70

**Note:**

Above Cash Flow Statement has been prepared under indirect method in accordance with the Indian Accounting Standard (Ind AS) 7 Statement of Cash Flow.

In terms of our report attached:  
For Deloitte Haskins & Sells LLP

For and on behalf of the Board

S. Sundaresan  
Partner



*[Signature]*  
Andreas Wolf

Place: Bengaluru  
Date: May 21, 2018

Place: Bengaluru  
Date: May 21, 2018

**MICO TRADING PRIVATE LIMITED**

**Statement of changes in equity**

**A Equity share capital**

[Rs. in Thousands (TINR)]

	Note No.	Number of shares	Amount
As at April 1, 2016		100,000	1
Changes in equity share capital	6(a)		-
As at March 31, 2017		100,000	1
Changes in equity share capital	6(a)		-
As at March 31, 2018		100,000	1

**B Other equity**

[Rs. in Thousands (TINR)]

	Reserves and surplus	Total other equity
	Retained earnings	
Balance as on April 1, 2016	9	9
Profit for the year	5	5
Other comprehensive income	-	-
Total comprehensive income for the year	5	5
Balance as on March 31, 2017	14	14
Balance as on April 1, 2017	14	14
Profit for the year	(51)	(51)
Other comprehensive income	-	-
Total comprehensive income for the year	(51)	(51)
Balance as on March 31, 2018	(37)	(37)

The accompanying notes are an integral part of these financial statements.

In terms of our report attached:  
For Deloitte Haskins & Sells LLP  
Chartered Accountants

For and on behalf of the Board

*S. Sundaresan*

S. Sundaresan  
Partner

*Andreas Wolf*

Place: Bengaluru  
Date: May 21, 2018

Place: Bengaluru  
Date: May 21, 2018



## Mico Trading Private Limited

### Notes to the Financial Statements for the year ended March 31, 2018

#### Note 1: General Information

MICO Trading Private Limited (the "Company") is wholly owned subsidiary of Bosch Limited. The company was incorporated in the year 1992 with the object of carrying on business as traders, agents, distributors etc. of goods in India and abroad and to generally act as an import or export house and undertake all functions and services connected therewith. The Company has not yet commenced business.

The financial statements are approved for issue by the company's Board of Directors on May 21, 2018.

#### Note 2: Summary of Significant Accounting Policies

(a) Basis of preparation:

(i) Compliance with Ind AS

The financial statements comply in all material aspects with Indian Accounting Standards (Ind AS) notified under Section 133 of the Companies Act, 2013 (the Act) [Companies (Indian Accounting Standards) Rules, 2015] and other relevant provisions of the Act.

(ii) Historical cost convention

The financial statement has been prepared on a historical cost basis.

(iii) The assets and liabilities have been classified as current or non-current as per the Company's normal operating cycle and other criteria set out in the Schedule III to the Companies Act, 2013. Based on the nature of products and the time between the acquisition of assets for processing and their realization in cash and cash equivalents, the Company has ascertained its operating cycle as 12 months for the purpose of current and non current classification of assets and liabilities.

(b) Other financial assets:

(i) Classification

The Company classifies its financial assets in the following measurement categories:

- those to be measured subsequently at fair value through other comprehensive income (FVOCI) or fair value through profit and loss (FVTPL), and
- those measured at amortized cost.

(ii) Initial recognition and measurement

All financial assets are recognized initially at its fair value plus, in the case of financial assets not recorded at fair value through profit or loss, transaction costs that are attributable to the acquisition of the financial asset.

(iii) Subsequent measurement

Financial assets that are held for collection of contractual cash flows, where those cash flows represent solely payments of principal and interest, are measured at amortized cost.

(iv) Derecognition of financial assets

The Company derecognizes a financial asset when the contractual right to the cash flows from the financial asset expire or it transfers substantially all risk and rewards of ownership of the financial asset.

(v) Income recognition

Interest income

Interest income from financial assets measured at amortized cost is recognized using the effective interest rate method and are recognized in statement of profit and loss.

(c) Income tax :

(i) Current tax:

Current tax is measured at the amount expected to be paid to the tax authorities in accordance with the provisions of Income Tax Act, 1961. Current tax assets and current tax liabilities are offset when there is a legally enforceable right to set off the recognized amounts and there is an intention to settle the asset and the liability on a net basis.

(ii) Deferred tax:

Deferred income tax is provided in full, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements.

Deferred tax assets are recognized and carried forward only if it is probable that sufficient future taxable income will be available against which such deferred tax assets can be realized. Deferred tax assets and liabilities are measured at the tax rates that have been enacted or substantively enacted as on the balance sheet date. Deferred tax assets and deferred tax liabilities are offset when there is a legally enforceable right to set off assets against liabilities representing current tax.

Current and deferred tax is recognized in profit and loss, except to the extent that it relates to items recognized in other comprehensive income. In this case, the tax is also recognized in other comprehensive income.

(d) Cash and cash equivalents:

Cash and cash equivalents includes cash and cheques on hand, current accounts and fixed deposits accounts with banks with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

(e) Earnings per share:

Earnings per share is calculated by dividing the profit attributable to owners of the company by the weighted average number of equity shares outstanding during the financial year.

#### Note 3: Critical estimates and judgements

The preparation of financial statements does not require the use of any accounting estimates and judgements



**MICO TRADING PRIVATE LIMITED**
**Notes to the Financial Statements for the year ended March 31, 2018**

[Rs. in Thousands (TINR)]

**Note 4 : Tax Assets**

	As at March 31, 2018	As at March 31, 2017
Advance income-tax (net of provision for tax amounting to "Nil" (PY: 2 TINR))	17	10
<b>Total</b>	<b>17</b>	<b>10</b>

**Note 5 (a) : Cash and cash equivalents**

	As at March 31, 2018	As at March 31, 2017
Balances with banks		
Current accounts	55	70
<b>Total</b>	<b>55</b>	<b>70</b>

**Note 5 (b) : Other bank balances**

	As at March 31, 2018	As at March 31, 2017
Deposit account (maturity less than 12 months)	1,000	1,000
<b>Total</b>	<b>1,000</b>	<b>1,000</b>

**Note 5 (c) : Other Financial Assets**

	As at March 31, 2018	As at March 31, 2017
Interest accrued on financial asset at amortized cost	3	3
<b>Total</b>	<b>3</b>	<b>3</b>

**Note 6 : Equity share capital and other equity**
**Note 6(a) : Equity Share capital**

Authorized equity share capital

	Number of shares	Amount
As at April 1, 2016	100,000	1,000
Increase during the year	-	-
As at March 31, 2017	100,000	1,000
Increase during the year	-	-
As at March 31, 2018	100,000	1,000

(i) Movements in equity share capital (issued, subscribed and fully paid up)

	Number of shares	Amount
As at April 1, 2016	100,000	1,000
Increase during the year	-	-
As at March 31, 2017	100,000	1,000
Increase during the year	-	-
As at March 31, 2018	100,000	1,000

Date: May 21, 2018

Rights, preferences and restrictions attached to shares:

The Equity shares of the Company, having face value of Rs. 10/- per share, rank pari passu in all respects including voting rights, entitlement to dividend and share in the proceeds of winding up of the Company in proportion to the number of and amounts paid on the shares held.

(ii) Equity shares held by the holding company:

	As at March 31, 2018		As at March 31, 2017	
	Number of shares	Amount	Number of shares	Amount
Bosch Limited, India, the holding company	100,000	1,000	100,000	1,000

(iii) Details of Equity shares held by shareholders holding more than 5% of the aggregate equity shares in the Company:

	As at March 31, 2018		As at March 31, 2017	
	Number of shares	% of shareholding	Number of shares	% of shareholding
Bosch Limited, India, the holding company	100,000	100%	100,000	100%

(iv) There are no shares reserved for issue under options and contracts/ commitments. Further, there are no shares that have been allotted during last 5 years pursuant to a contract without payment being received in cash, or by way of bonus shares or shares bought back.

**Note 6(b) : Reserves and surplus**


	As at March 31, 2018	As at March 31, 2017
Retained earnings [Refer note (i)]	(37)	14
Total Reserves and surplus	(37)	14

**(i) Retained earnings**

	As at March 31, 2018	As at March 31, 2017
Opening balance	14	9
Net profit for the period	(51)	5
Closing balance	(37)	14

**Note 7(a) : Trade Payable**

	As at March 31, 2018	As at March 31, 2017
-Dues of Micro Enterprises and Small Enterprises [refer note (i) below]	-	-
-Others	103	63
<b>Total</b>	<b>103</b>	<b>63</b>

(i) The Company does not have any transactions or dues in relation to any supplier registered under Micro, Small and Medium Enterprises Development Act, 2006.

**Note 7(b) : Other Current liabilities**

	As at March 31, 2018	As at March 31, 2017
Statutory dues	9	6
<b>Total</b>	<b>9</b>	<b>6</b>



**MICO TRADING PRIVATE LIMITED**

Notes to the Financial Statements for the year ended March 31, 2018

[Rs. in Thousands (TINR)]

**Note 8 : Other income**

	For the year ended March 31, 2018	For the year ended March 31, 2017
Interest income on bank deposits	68	75
Interest from Income Tax Refund	-	1
<b>Total</b>	<b>68</b>	<b>76</b>

**Note 9 : Other expenses**

	For the year ended March 31, 2018	For the year ended March 31, 2017
Professional and other charges [Refer note (a) below]	109	69
Rates and Taxes	10	-
<b>Total</b>	<b>119</b>	<b>69</b>

(a) Professional and other charges includes:

	For the year ended March 31, 2018	For the year ended March 31, 2017
Remuneration to auditor (excluding GST/Service Tax)		
Statutory audit fees	50	60
<b>Total</b>	<b>50</b>	<b>60</b>

**Note 10 : Income Tax expense**

This note provides an analysis of the Company's income tax expense.

(a) Income tax expense

	For the year ended March 31, 2018	For the year ended March 31, 2017
Current tax		
Current tax on profits for the year	-	2
Total current tax expenses	-	2
Deferred tax		
Decrease/ (Increase) in deferred tax assets	-	-
(Decrease)/ Increase in deferred tax liabilities	-	-
Total deferred tax expenses/(benefit)	-	-
Income tax expense	-	2

(b) Reconciliation of tax expenses and the accounting profit multiplied by tax rate:

	For the year ended	For the year ended
Profit from operations before income tax expense	(51)	7
	(51)	7
Tax at the Indian tax rate of 34.608% (2016-17: 34.608%)*	-	2
Other adjustments	-	-
Income tax expense	-	2

\*No income tax in the current year since there is a loss.

**Note 11 : Earnings per share**

	For the year ended March 31, 2018	For the year ended March 31, 2017
Profit after tax (A) (TINR)	(51)	5
Weighted average number of equity shares outstanding during the year (B)	100,000	100,000
Nominal value of equity shares (INR)	10	10
Basic and diluted earnings per share of face value of Rs. 10 each (A) / (B) (INR)	(0.51)	0.05

**Note 12 : Related party disclosures**

**Holding Company: Bosch Limited, India**

**Date: May 21, 2018**

The company has not entered into any related party transaction during the year as well as previous year and there are no outstanding balances as at March 31, 2018 and March 31, 2017.



**MICO TRADING PRIVATE LIMITED**

**Notes to the Financial Statements for the year ended March 31, 2018**

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**Note 13: Fair value measurements:**

The deposits with bank, cash and cash equivalents and other financial asset and other financial liabilities is measured at amortized cost.

**Note 14: Reclassification:**

. Previous year numbers have been reclassified to align with the current year groupings.

**Note 15: Rounding off**

Amounts mentioned as "0" in financial statements denote amounts round-off being less than one thousand rupees.

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For and on behalf of the Board

*[Handwritten signature]*  
*[Handwritten signature]*

Place: Bengaluru  
Date: May 21, 2018

**THE COMPANIES ACT, 2013**  
**COMPANY LIMITED BY SHARES**  
**(Incorporated under the Companies Act, 1913)**

**ARTICLES OF ASSOCIATION**

**OF**

**Bosch Limited**

**TABLE 'F' EXCLUDED**

**1. The regulations contained in the Table marked 'F' in Schedule I to the Companies Act, 2013 shall not apply to the Company, except in so far as the same are repeated, contained or expressly made applicable in these Articles or by the said Act.**

**2. INTERPRETATION**

(1) In these Articles –

- (a) “Act” means the Companies Act, 2013 and rules made thereunder, as amended from time to time (including any statutory modifications or re-enactment thereof).
- (b) “Articles” means these Articles of Association of the Company, altered from time to time.
- (c) “Board of Directors” or “Board”, means the collective body of the directors of the Company and shall include any Committee of the Board
- (d) “Beneficial Owner” shall mean beneficial owner as defined in Section 2(1)(a) of the Depositories Act, 1996.
- (e) “Company” means Bosch Limited.
- (f) “Depositories Act, 1996” shall include any statutory modification or re-enactment thereof.
- (g) “Depository” shall mean a Depository as defined under Section 2(1)(e) of the Depositories Act, 1996
- (h) “Dividend” includes any interim dividend.
- (i) General Meeting means Annual General Meeting and Extra-ordinary General Meeting and shall include Postal Ballot.
- (j) “In writing” includes printing, lithography, typewriting and any other usual substitutes for writing.



- (k) "Independent Director" shall have the same meaning as ascribed to it under Section 149(6) of the Act and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (including any statutory amendment or re-enactment thereto) or under such other law for the time being in force.
  - (l) "Person" includes any partnership, association, corporation, company, body corporate and individuals.
  - (m) Poll in relation to this Articles includes electronic and physical ballot.
  - (n) "The Register" means the Register of Members kept pursuant to Section 88 of the Act and where shares are held in dematerialised form "The Register" includes the Register of Beneficial owners maintained by a Depository.
  - (o) "Related Party" shall have the same meaning as ascribed to it under Section 188 of the Act and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (including any statutory amendment or re-enactment thereto) or under such other law for the time being in force.
  - (p) "Meeting" includes the meeting Board of Directors or Committee thereof and includes meeting of the shareholders.
  - (q) "Members" means person holding share(s) of the Company and whose name appears in the register of members maintained under Section 88 of the Act including the beneficial owner in the records of the Depository.
  - (r) "SEBI" means the Securities and Exchange Board of India established under Section 3 of the Securities and Exchange Board of India Act, 1992.
  - (s) "SEBI regulations" shall mean Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (including any statutory modification or re-enactment thereof) and other regulations, circulars and guidelines issued by SEBI from time to time.
  - (t) "Security" means such security as may be specified by SEBI from time to time.
  - (u) "Special Resolution" and the "Ordinary Resolution" have the meanings assigned thereto respectively by Section 114 of the Act.
- (2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.
  - (3) Words importing the singular shall include plural and words importing plural shall include singular.
  - (4) Words importing masculine gender shall include the feminine and transgender and vice versa.

- (5) The words or expressions used but not defined herein, but defined under Act or the SEBI Act, or Securities Contract and Regulation Act, or under any other relevant law, shall have the same meaning assigned therein.

### **Share capital and variation of rights**

#### **3. Allotment of Shares**

Subject to the provisions of the Act and these presents, the shares in the capital of the Company shall be under the control of the Directors who may allot, grant option over or otherwise dispose of the same at such times and to such persons and in such manner and upon such terms as they think proper and they may make arrangements on the issue of any shares for a difference between the holder of such Shares in the amount of Calls to be paid and the time of payment of such Calls.

Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in General Meeting.

#### **4. Issue of shares for otherwise than for Cash**

Subject to the provisions of the Act and these Articles, the Board may issue and allot shares in the capital of the Company on payment or part payment for any property or assets of any kind whatsoever sold or transferred, goods or machinery supplied or for services rendered to the Company in the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than for cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares, as the case may be.

#### **5. Kinds of Share Capital**

The Company may issue the following kinds of shares in accordance with these Articles, the Act, the Rules and other applicable laws:

- (1) Equity Share Capital
  - (a) With voting rights; and / or
  - (b) With differential rights as to dividend, voting or otherwise in accordance with the Rules; and
- (2) Preference Share Capital

#### **6. Variation of Rights**

- (1) The rights attached to any class of shares (unless otherwise provided by the terms of the issue of that class), may, subject to the provisions of Section 48 of the Act, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the issued shares of that class. To every such separate meeting the provisions of these Articles relating to meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of that class.

- (2) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

## **7. Issue of Share Certificate**

- (1) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after allotment or within fifteen days after the receipt of application for the registration of transfer in the prescribed form, complete in all respect along with share certificates have been submitted to the Company or within seven days or twenty one days as stipulated in SEBI Regulations, after the receipt of transmission requests complete in all respects or within such other period as provided under the conditions of issue –
  - (a) One certificate for all his shares without payment of any charges; or
  - (b) Several certificates, each for one or more of his shares, upon payment of such fees as maybe fixed by the Board or Company Secretary, for each certificate after the first.
- (3) Every certificate shall be under the form prescribed under the Act.
- (4) In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

## **8. Option to receive share certificate or hold shares with depository**

- (1) A person subscribing to shares offered by the Company shall have the option either to receive certificates for such shares or hold the shares in a dematerialized state with a depository. Where a person opts to hold any share with the depository, the Company shall intimate such depository the details of allotment of the share to enable the depository to enter in its records the name of such person as the beneficial owner of that share.
- (2) Any person holding share in dematerialized state, may at his discretion, rematerialize the share so as to receive physical share certificate in terms of the provisions of the Act, this Articles and other applicable rules.

## **9. Issue of new Certificate in place of one defaced, lost or destroyed.**

- (1) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, a new certificate in lieu thereof shall be given under the authority of the Board/Committee and including any person authorised by the Board/Committee. Every Certificate under this Article shall be issued on payment of fees for each certificate a may be fixed by the Board.
- (2) Such new share certificates shall be issued to registered members only.

**10. Provisions as to issue of certificates to apply *mutatis mutandis* to debentures, etc.**

The provisions of the foregoing Articles relating to issue of certificates shall *mutatis mutandis* apply to issue of certificates for any other securities including debentures of the Company (except where the Act otherwise requires).

**11. Further Issue of Shares**

- (1) The Board or the Company, as the case may be, may, in accordance with the Act and the Rules, issue further shares to –
  - (a) persons who, at the date of offer, are holders of equity shares of the Company; such offer shall be deemed to include a right exercisable by the person concerned to renounce the shares offered to him or any of them in favour of any other person; or
  - (b) employees under any scheme of employees' stock option; or
  - (c) any persons, whether or not those persons include the persons referred to in clause (a) or clause (b) above.
- (2) A further issue of shares may be made in any manner whatsoever as the Board may determine including by way of preferential offer or private placement, subject to and in accordance with the Act and the Rules.
- (3) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari-passu* therewith.

**12. Trusts not recognized**

Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

**13. Power to pay commission in connection with securities issued**

- (1) The company may exercise the powers of paying commissions conferred by Section 40(6) of the Act, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
- (2) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.

- (3) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

#### **14. Liability of joint-holders of Shares.**

The joint holders of a Share or Shares shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such Share or Shares.

#### **15. Acceptance of Shares.**

An application signed by or on behalf of the Applicant for Shares in the Company, followed by an allotment of any shares therein, shall be acceptance of Shares within the meaning of these Articles and every person who accepts any Shares and whose name is on the Register shall for the purpose of these Articles be a shareholder.

#### **16. Power to issue redeemable preference shares**

- (1) Subject to the provisions of the Section 55 of the Act, Company may issue or re-issue preference shares which are liable to be redeemed within a period not exceeding twenty years from the date of their issue on such terms and conditions and in such manner as determined by the Board subject to such provisions as may be prescribed under the Act.
- (2) In case the Company is not in position to redeem any preference shares or to pay dividend, if any, on such shares in accordance with the terms of issue (such shares hereinafter referred to as unredeemed preference shares), it may, with the consent of the holders of three-fourths in value of such preference shares and subject to such regulatory approvals issue further redeemable preference shares equal to the amount due, including the dividend thereon, in respect of the unredeemed preference shares, and on the issue of such further redeemable preference shares, the unredeemed preference shares shall be deemed to have been redeemed.

### **Lien**

#### **17. Company's lien on shares**

- (1) The Company shall have a first and paramount lien—
  - (a) on every share (other than fully paid-up share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
  - (b) on all shares (not being fully paid-up shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the Company:

Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

- (2) Lien to extend to dividends, etc.

The Company's lien, if any, on a share shall extend to all dividends or interest, as the case may be, payable and bonuses declared from time to time in respect of such shares.

**18. (1) Enforcement of Lien by sale**

The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien:

Provided that no sale shall be made—

- (a) unless a sum in respect of which the lien exists is presently payable; or
- (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency or otherwise.

**(2) Authorisation by Board**

To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.

**(3) Purchaser to be registered holder**

The purchaser shall be registered as the holder of the shares comprised in any such transfer.

**(4) Validity of Company's receipt**

The receipt of the Company for the consideration (if any) given for the share on the sale thereof shall (subject, if necessary, to execution of an instrument of transfer or a transfer by relevant system, as the case may be) constitute a good title to the share and the purchaser shall be registered as the holder of the share.

**(5) Purchaser not affected**

The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

**19. (1) Application of proceeds of sale**

The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

**(2) Payment of residual money**

The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale

## **20. Validity of sales**

Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may appoint some person to execute an instrument of transfer of the Share sold and cause the purchaser's name to be entered in the Register in respect of the Shares sold and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register in respect of such Shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. Upon any such sale as aforesaid, the certificates in respect of the Shares sold shall stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new certificate or certificates in lieu thereof to the purchaser or purchasers concerned.

## **21. Outsiders' lien not to effect Company's lien**

In exercising its lien, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not (except as ordered by a court of competent jurisdiction or unless required by any statute) be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether a creditor of the registered holder or otherwise. The Company's lien shall prevail notwithstanding that it has received notice of any such claim.

## **22. Provisions as to lien to apply *mutatis mutandis* to debentures, etc.**

The provisions of these Articles relating to lien shall *mutatis mutandis* apply to any other securities including debentures of the Company.

### **Calls on shares**

- 23.** (1) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times.
- (2) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the Company at the time or times and place so specified, the amount called on his shares.
- (3) The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call in respect of one or more member(s) as the Board may deem fit and appropriate in any circumstances.
- (4) A call may be revoked or postponed at the discretion of the Board.

- 24.** A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.
- 25.** The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 26.** (1) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.
- (2) The Board shall be at liberty to waive payment of any such interest wholly or in part.
- 27.** (1) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- (2) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 28.** The Board—
- (1) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and
- (2) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the Company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.
- 29.** If by the conditions of allotment of any shares, the whole or part of the amount of issue price thereof shall be payable by instalments, then every such installment shall, when due, be paid to the Company by the person who, for the time being in force and from time to time, is or shall be the registered holder of the share or the legal representative of the deceased registered holder.
- 30.** All calls shall be made on a uniform basis on all shares falling under same class
- Explanation:* Shares of the same nominal value on which different amount have been paid-up shall not be deemed to fall under the same class.
- 31.** Neither a judgement or decree in favour of the Company for Calls or other monies due in respect of any share nor any part-payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall from time to time be due from any member in respect of any share either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company thereafter proceeding to enforce a forfeiture of such Shares as hereinafter provided.



- 32.** The provision of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company.

#### **Transfer of shares**

- 33.** (1) The instrument of transfer of any share in the Company shall be duly executed by or on behalf of both the transferor and transferee along with all requisite documents as may be required under the Act, SEBI regulations or the Company.
- (2) The transferor shall be deemed to remain a holder of the shares until the name of the transferee is entered in the register of members.
- 34.** The Board may, subject to the right of appeal conferred by section 58 decline to register –
- (1) The transfer of a share, not being fully paid share, to a person of whom they do not approve;  
or
- (2) The transfer of shares on which the Company has lien
- 35.** The Board may decline to recognise any instrument of transfer unless—
- (1) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;
- (2) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- (3) the instrument of transfer is in respect of only one class of shares.
- (4) Requisite documents as required under the Act, SEBI regulations or the Company have been submitted along with the instrument of transfer.
- 36.** The Company may close the register of members by giving such previous notice to the members as may be prescribed under the Act or SEBI regulations at such times and for such periods as may be decided by the Company Secretary or any Director from time to time.
- 37.** The provision of these Articles relating to calls shall *mutatis mutandis* apply to any other securities including debentures of the Company.

#### **Transmission of shares**

- 38.** (1) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares.

- (2) Nothing in clause (1) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
  - (3) The Executors or Administrators or the persons in whose favour a succession certificate or a declaratory order of a competent court has been issued or made (and not being one of several joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member and in the case of death of any one or more of the joint holders of any registered shares the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares. Provided further that in any case it shall be lawful for the Directors in their absolute discretion to dispense with the production of Probate or Letter of Administration or other legal representation upon such terms as to indemnity or otherwise as the Directors in their absolute discretion may think fit.
- 39.** (1) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—
- (a) to be registered himself as holder of the share; or
  - (b) to make such transfer of the share as the deceased or insolvent member could have made.
- (2) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.
- 40.** (1) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.
- (2) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.
- (3) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.
- 41.** A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company:

*Provided that* the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety

days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

*Provided further that* where the name of a person is entered in the Register of Members of the Company as the holder of shares in the Company but who does not hold a beneficial interest in such shares, on account of death or insolvency of such holder, his survivors, legal heirs, authorized representatives, beneficiaries or his nominee, shall have no rights whatsoever on the shares that were held by the him.

### **Forfeiture of shares**

- 42.** If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
- 43.** The notice aforesaid shall —
- (1) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and
  - (2) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
- 44.** If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
- 45.** (1) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (2) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
- 46.** (1) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares.
- (2) The liability of such person shall cease if and when the Company shall have received payment in full of all such monies in respect of the shares.
- 47.** (1) A duly verified declaration in writing that the declarant is a director or the secretary, of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;

- (2) The Company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
  - (3) The transferee shall thereupon be registered as the holder of the share; and
  - (4) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
- 48.** The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

### **Alteration of capital**

- 49.** The Company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution
- 50.** Subject to the provisions of section 61, the Company may, by ordinary resolution,—
- (1) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (2) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;
  - (3) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.
  - (4) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
- 51.** Where shares are converted into stock,—
- (1) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:  
  
Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.
  - (2) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company, and other matters, as if they held the shares from which the stock arose; but no such

privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

- (3) such of the regulations of the Company as are applicable to paid-up shares shall apply to stock and the words “share” and “shareholder” in those regulations shall include “stock” and “stock-holder” respectively.

**52.** Subject to the provisions of the Act, the Company may, by resolution as prescribed by the Act, reduce in any manner and in particular may, —

- (1) extinguish or reduce the liability on any of its shares in respect of the share capital not paid-up; or
- (2) either with or without extinguishing or reducing liability on any of its shares,—
  - (a) cancel any paid-up share capital which is lost or is unrepresented by available assets;  
or
  - (b) pay off any paid-up share capital which is in excess of the wants of the company.

#### **Joint Holders**

**53.** Where two or more persons are registered as joint holders (not more than three) of any share, they shall be deemed (so far as the Company is concerned) to hold the same as joint tenants with benefits of survivorship, subject to the following and other provisions contained in these Articles:

- (1) The joint-holders of any share shall be liable severally as well as jointly for and in respect of all calls or instalments and other payments which ought to be made in respect of such share.
- (2) On the death of any one or more of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to the share but the Directors may require such evidence of death as they may deem fit, and nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.
- (3) Any one of such joint holders may give effectual receipts of any dividends, interests or other moneys payable in respect of such share.
- (4) Only the person whose name stands first in the register of members as one of the joint-holders of any share shall be entitled to the delivery of certificate, if any, relating to such share or to receive notice (which term shall be deemed to include all relevant documents) and any notice served on or sent to such person shall be deemed service on all the joint-holders.

- (5)
  - (a) Any one of two or more joint-holders may vote at any meeting either personally or by attorney or by proxy in respect of such shares as if he were solely entitled thereto and if more than one of such joint-holders be present at any meeting personally or by proxy or by attorney then that one of such persons so present whose name stands first or higher (as the case may be) on the register in respect of such shares shall alone be entitled to vote in respect thereof.
  - (b) Several executors or administrators of a deceased member in whose (deceased member) sole name any share stands, shall for the purpose of this clause be deemed joint-holders.
- (6) The provisions of these Articles relating to joint holders of shares shall *mutatis mutandis* apply to any other securities including debentures of the Company registered in joint names.

### **Capitalisation of profits**

- 54.** (1) The Company by ordinary resolution in general meeting may, upon the recommendation of the Board, resolve-
- (a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and
  - (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.
- (2) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (3), either in or towards—
- (a) paying up any amounts for the time being unpaid on any shares held by such members respectively;
  - (b) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;
  - (c) partly in the way specified in sub-clause (a) and partly in that specified in sub-clause (b);
  - (d) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares;
  - (e) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.

### **Power of the Board for Capitalisation**

55. (1) Whenever such a resolution as aforesaid shall have been passed, the Board shall—
- (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and
  - (b) generally do all acts and things required to give effect thereto.
- (2) The Board shall have power—
- (a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
  - (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the Company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares;
- (3) Any agreement made under such authority shall be effective and binding on such members.

### **Buy-back of shares**

56. Notwithstanding anything contained in these articles but subject to compliance of the provisions of sections 68 to 70 and any other applicable provision of the Act and SEBI Regulations, the Company shall have authority to buy back its shares or other specified securities.

### **Employee Stock Option Scheme**

57. Subject to and in accordance with the provisions of the Act and any other rules, regulations or guidelines as may be prescribed if any, the Company may frame guidelines or scheme to be known as Employee Stock Option Scheme (ESOP) or Employees Stock Purchase Scheme (ESPS).
58. ESOP or ESPS may provide for the issue of shares/warrants, bonds or other debt instruments including the terms of payment.
59. The Board of Directors shall have the power to vary, alter or amend the terms and conditions of the ESOP or ESPS, at their sole discretion, in such manner as they may deem fit in the best interest of the Company.

### **Issue of Sweat Equity**

60. Notwithstanding anything contained in these articles the Company shall have right to issue sweat equity to its promoters, Directors, employees or to such other persons as may be decided by the Board in accordance with the provisions of the Companies Act, 2013 and any statutory amendments or re-enactment thereof.

### **General meetings**

61. All general meetings other than Annual General Meeting shall be called extraordinary general meeting.
62. (1) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (2) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the Company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

### **Proceedings of General Meetings**

63. (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (2) The quorum for the General Meeting shall be as provided under the Act.
64. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the Company.
65. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
66. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.
67. The Board, and also any person(s) authorised by it, may take any action before the commencement of any general meeting, or any meeting of a class of members in the Company, which they may think fit to ensure the security of the meeting, the safety of people attending the meeting, and the future orderly conduct of the meeting. Any decision made in good faith under this Article shall be final, and rights to attend and participate in the meeting concerned shall be subject to such decision.

### **Adjournment of meeting**

68. (1) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.



- (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (4) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment of the meeting.

### **Minutes of General Meeting**

- 69.** (1) The books containing the minutes of the proceedings of any general meeting of the Company or a resolution passed by postal ballot shall:
- (a) be kept at the registered office of the Company; and
  - (b) be open to inspection of any member without charge, during 10.00 a.m. to 5.00 p.m. on all working days i.e. other than Saturdays, Sundays and public holidays.
- (2) Any member shall be entitled to be furnished, within the time prescribed by the Act, after he has made a request in writing in that behalf to the Company and on payment of such fees as may be fixed by the Board or the Secretary, with a copy of any minutes referred to in clause (1) above:

*Provided that* such fee shall not exceed Rs. 10 or such amount as may be prescribed under the Act per page.

*Provided further* a member who has made a request for provision of a soft copy of the minutes of any previous general meeting held during the period immediately preceding three financial years, shall be entitled to be furnished with the same free of cost.

### **Voting rights**

- 70.** Subject to any rights or restrictions for the time being in attached to any class or classes of shares-
- (1) On a show of hands every members holding equity shares present in person or in proxy shall have one vote.
  - (2) On a poll every such member present in person or by proxy shall have one vote for each share held by him.
- 71.** A member may exercise his vote at a meeting by electronic means in accordance with section 108 of the Act.
- 72.** (1) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

- (2) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
- 73.** A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether by show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
- 74.** No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid and no member shall exercise any voting rights in respect of any shares in regards to which the Company has or have exercised any right of lien.
- 75.** Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.
- 76.** (1) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
- (2) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

### **Proxy**

- 77.** Any member entitled to attend and vote at a general meeting may do so either personally or through his constituted attorney or through another person as a proxy on his behalf, for that meeting.
- 78.** The instrument appointing a proxy and the power-of attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
- 79.** An instrument appointing a proxy shall be in the form prescribed in the Act.
- 80.** A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:  
*Provided that* no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

### **Board of Directors**

- 81.** (1) The Company shall have minimum five directors and maximum fifteen directors.
- (2) The mode of appointment, tenure and other provisions relating to Independent Directors shall be the same as provided under section 149 read with schedule IV and / or other relevant provisions of the Act
- (3) Except for the Independent Directors appointed in terms of Section 149 of the Act, all directors of the Company shall be liable to retire by rotation. In case of retirement by rotation of any Whole-time Director, such retirement by rotation shall not be considered as a break in term of such Whole-time Director.
- (4) And none of the directors shall be required to hold any qualification shares.
- (5) A Director of the Company may be or become a Director of any Company promoted by this Company or in which this Company may be interested as Vendor, Shareholders or otherwise and no such director shall be accountable to the Company for any benefits received as a Director or member of such Company.

#### **Right of person other than retiring Directors to stand for directorship**

- 82.** Subject to the provisions of Section 160 of the Act, a person who is not a retiring director, be eligible for appointment to the office of a director at any general meeting in the manner prescribed under the Act.

#### **Remuneration of Directors**

- 83.** (1) The remuneration of the directors, including Managing/Joint Managing/Whole-time directors shall be determined in accordance with and subject to the provisions of the Act by resolution passed by the Company at general meeting.
- (2) A Director may receive remuneration by way of fee for attending meetings of the Board or Committee thereof or for any other purpose whatsoever as may be decided by the Board. A director who participates at the meeting not being an interested director shall be entitled to aforementioned fees even though such director may not be deemed to form part of the quorum for such meeting.
- (3) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them-
- (a) In attending and returning from meeting of the Board of Directors or general meeting or any meeting convened in pursuance of order of a competent authority (including court)
- (b) In connection with business of the Company.
- (4) If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company shall, subject to the provisions of the Act, remunerate such

Director either by a fixed sum or by a percentage of profits or otherwise as may be determined by the Directors or by the Company in General Meeting.

#### **Additional Director**

- 84.** (1) Subject to the provisions of the Act, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.
- (2) Such person shall hold office only up to the date of the next annual general meeting of the Company or any other general meeting held prior to the said meeting, but shall be eligible for appointment by the Company as a director at that meeting subject to the provisions of the Act.

#### **Alternate Director**

- 85.** (1) The Board may appoint an alternate director to act for a director (hereinafter in this Article called "the Original Director") during his absence for a period of not less than three months from India. No person shall be appointed as an alternate director for an independent director unless he is qualified to be appointed as an independent director under the provisions of the Act.
- (2) An alternate director shall not hold office for a period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate the office if and when the Original Director returns to India.
- (3) If the term of office of the Original Director is determined before he returns to India the automatic re-appointment of the retiring directors in default of another appointment shall apply to the Original Director and not to the alternate director.

#### **Filling up of Casual Vacancy**

- 86.** (1) If the office of any director appointed by the Company in general meeting is vacated before his term of office expires in the normal course, the resulting casual vacancy may, be filled by the Board of Directors at a meeting of the Board.
- (2) The director so appointed shall hold office only upto the date upto which the director in whose place he is appointed.

#### **Vacation of Office**

- 87.** (1) The office of a Director shall become vacant in the circumstances as per the relevant provisions of the Act, read with applicable Rules, as modified from time to time.
- (2) Where a Director is also a Managing Director or Whole-time Director, he shall, except with the consent of the Board of Directors to continue in office, *ipso facto*, cease to be a

Director upon his ceasing, for any reason, to be a Managing Director or Whole-time Director.

- (3) The office of a Managing Director or Whole-time Director shall stand vacated if for any reason, he ceases to be a Director.
- (4) Any person, having been appointed a director by virtue of his holding any office or other employment in Company, its holding company or its subsidiary or associate, or other company of the same group, ceases to hold such office on account of termination of his services, other than resignation or retirement shall deemed to have vacate his office of director.

Provided that in case of vacation of office as above, director shall vacate his office from the date of cessation of employment or otherwise with the Company, it's holding, subsidiary, associate company or any other group company.

- (5) Subject to the provisions of the Act, a director whose office is vacated before the expiry of his term under the Act or this Article, shall not be eligible for any compensation for loss of office or otherwise.

#### **Powers of the Board**

- 88.** (1) The management of the business of the Company shall be vested in the Board and the Board may exercise all such powers, and do all such acts and things, as the Company is by the memorandum of association or otherwise authorized to exercise and do, and, not hereby or by the statute or otherwise directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and other laws and of the memorandum of association and these Articles and to any regulations, not being inconsistent with the memorandum of association and these Articles or the Act, from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- (2) Subject to the provision of the Act the Managing Director or Whole-time Director (if any) shall deemed to be authorized to execute, contract document, power of attorney or any other papers, writings, for and on behalf of the Company which is in the normal course of business.
- (3) Subject to the provisions of the Act, the Managing Director or Whole-time Director (if any) jointly or severally shall have the authority to grant Power of Attorney on behalf of the Company to such persons as may be deem fit, in matters concerning day-to-day activities of the Company with revenue authorities, government departments, agencies at the Centre and/or State Government/s, litigation concerning the Company and further to revoke the Power of Attorney so granted by them.
- (4) All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn,

accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.

### **Borrowing powers**

- 89.** The Board may, for the purpose of the Company's business raise or borrow or secure the payment of any sum or sums exceeding paid up capital and free reserves in addition to temporary loans, if any, obtained from the Company's bankers as they, in their discretion deem fit and proper, pursuant to the provisions of the Act, read with relevant Rules, as modified from time to time.

### **Proceedings of the Board**

- 90.** (1) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.
- (2) The Chairperson or any Director or the Company Secretary at the request of any director shall, at any time, summon a meeting of the Board.
- (3) The quorum for a Board meeting shall be as provided in the Act.
- (4) The participation of directors in a meeting of the Board may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.
- (5) Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose.
- 91.** Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- 92.** The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the Company, but for no other purpose.

### **Chairman of the Board**

- 93.** (1) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting.

### **Committees of the Board**

- 94.** (1) Subject to the provisions of the Act and SEBI Regulations, the Board may delegate any of its power to committees consisting of such member or members of its body as it thinks fit.
- (2) Any committee so formed shall, in exercise of the powers so delegated, conform to any regulation that may be imposed by the Board on them.
- (3) The participation of directors in a meeting of the Committee may be either in person or through video conferencing or audio visual means or teleconferencing, as may be prescribed by the Rules or permitted under law.
- 95.** (1) A Committee may elect a Chairperson of its meetings unless the Board, while constituting a Committee, has appointed a Chairperson of such Committee.
- (2) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
- 96.** A Committee may meet and adjourn as it thinks fit.
- 97.** All acts done in any meeting of the Board or of a Committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified or that his or their appointment had terminated, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.

### **Resolution by Circulation**

- 98.** Save as otherwise expressly provided in the Act, and subject to the provisions of the secretarial standards, a resolution in writing, signed, whether manually or by secure electronic mode, by a majority of the members of the Board or of a Committee thereof, for the time being entitled to receive notice of a meeting of the Board or Committee, shall be valid and effective as if it had been passed at a meeting of the Board or Committee, duly convened and held.

### **Managing Director/Whole-time Director, Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer**

- 99.** (1) Subject to the provisions of the Act, so long as Robert Bosch GmbH either singly or together with its holding or subsidiary companies holds more than 50% of the paid-up share capital of the Company, it shall have the right by notice in writing to appoint one or more directors of the Company as Managing Director(s)/Whole-time Director(s) and remove any such person or persons from office and on vacancy being caused in such office from any cause whether by resignation, death, removal or otherwise of the person or persons so appointed, to appoint another or others in the vacant place or places.

- (2) The right of appointment of Managing Director(s) and / or Whole-time Directors under or pursuant to this Article shall not be determined by reason of any change in the name or style of Robert Bosch GmbH.
- (3) Subject to the provisions of the Act-
  - (a) A Chief Executive Officer, manager, company secretary and Chief Financial Officer may be appointed by the Board for such term, at such remuneration and upon such condition as it may think fit; and any Chief Executive Officer, Manager, Company Secretary and Chief Financial Officer so appointed may be removed by means of a resolution of the Board; the Board may appoint one or more Chief Executive Officer for its multiple business.
  - (b) A director may be appointed as Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer.

### **Registers**

- 100.** (1) The Company shall keep and maintain at its registered office all statutory registers namely, register of charges, register of members, register of debenture holders, register of any other security holders, the register and index of beneficial owners and annual return, register of loans, guarantees, security and acquisitions, register of investments not held in its own name and register of contracts and arrangements for such duration as the Board may, unless otherwise prescribed, decide, and in such manner and containing such particulars as prescribed by the Act and the Rules.
- (2) The registers and copies of annual return shall be open for inspection, both in physical and electronic form, during 11.00 a.m. to 1.00 p.m. on all working days, other than Saturdays, at the registered office of the Company by the persons entitled thereto on payment, where required, of such fees as may be fixed by the Board or the Company Secretary, but not exceeding the limits prescribed by the Rules.
- (3) The Company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.

### **The Seal**

- 101.** (1) The Board shall provide for the safe custody of the seal.
- (2) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a Committee of the Board authorised by it in that behalf, and except in the presence of at least one director or the manager, if any, or of the secretary or such other person as the Board may appoint for the purpose; and such director or manager



or the secretary or other person aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

### **Dividends and Reserve**

- 102.** The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
- 103.** Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the Company.
- 104.** (1) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalising dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, thinks fit.
- (2) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
- 105.** (1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
- (2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.
- (3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
- 106.** The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
- 107.** (1) Any dividend, interest or other monies payable in cash in respect of shares may be paid in any electronic mode or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

- (2) Every such payment in electronic mode or by cheque or warrant shall be made to the order of the person to whom it is sent.
- 108.** Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.
- 109.** Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.
- 110.** No dividend shall bear interest against the Company

### **Books of Accounts**

- 111.** (1) The books of account and books and papers of the Company, or any of them, shall be open to the inspection of directors in accordance with the applicable provisions of the Act and the Rules.
- (2) No member (not being a director) shall have any right of inspecting any books of account or books and papers or document of the Company except as conferred by law or authorised by the Board.

### **Indemnity and Insurance**

- 112.** (1) Subject to the provisions of the Act, every director, managing director, whole-time director, manager, company secretary and other officer of the Company shall be indemnified by the Company out of the funds of the Company, to pay all costs, losses and expenses (including travelling expense) which such director, manager, company secretary and officer may incur or become liable for by reason of any contract entered into or act or deed done by him in his capacity as such director, manager, company secretary or officer or in any way in the discharge of his duties in such capacity including expenses.
- (2) Subject as aforesaid, every director, managing director, manager, company secretary or other officer/employees of the Company shall be indemnified against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted or discharged or in connection with any application under applicable provisions of the Act in which relief is given to him by the Court.
- (3) The Company may take and maintain any insurance as the Board may think fit on behalf of its present and/or former directors, key managerial personnel and officers/employees for indemnifying all or any of them against any liability for any acts in relation to the Company for which they may be liable but have acted honestly and reasonably.

### **Secrecy**

- 113.** No member shall be entitled to visit or inspect the Company's works without the permission of the Directors or to require discovery of or any information respecting any details of the Company's trading of any matter which is or may be in the nature of a trade

secret, mystery of trade or secret process, which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the members of the Company.

### **General Power**

- 114.** Wherever in the Act, it has been provided that the Company shall have any right, privilege or authority or that the Company could carry out any transaction only if the Company is so authorized by its articles, then and in that case this Article authorizes and empowers the Company to have such rights, privileges or authorities and to carry out such transactions as have been permitted by the Act, without there being any specific Article in that behalf herein provided.

### **Winding up**

- 115.** Subject to the provisions of Chapter XX of the Act and rules made thereunder—

- (1) If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.
- (2) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (3) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

May 11, 2018

To  
The Board of Directors  
Bosch Limited  
Hosur Road, Adugodi  
Bengaluru – 560030.  
Karnataka, India

Dear Sir/Madam,

Pursuant to the provisions of Section 160 of the Companies Act, 2013, I, being a member of the Company, holding 23 shares under DPID & CLID: IN303028 53324988 hereby give notice of my intention to propose the candidature of Mrs. Hema Ravichandar for appointment as Director of the Company, at the Sixty Sixth Annual General Meeting of the Company.

Please acknowledge receipt.

Thanking You,

**Yours faithfully,**

  
BALEKUDURU GANESH



To,  
Mr/Mrs \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bosch Limited  
Post Box No:3000  
Hosur Road, Adugodi  
Bangalore-560030  
Karnataka, India  
Tel +91 80 4176 8626  
Fax +91 80 2299 2181  
[www.boschindia.com](http://www.boschindia.com)  
PAN: AAACM 9840P  
CIN: L85110KA1951PLC000761

Dear Mr/Mrs \_\_\_\_\_,

**Sub: Letter of Appointment**

On behalf of the Company, I am pleased to confirm your appointment as an independent director. The Board and the Company are grateful to you for having accepted this appointment.

In line with the Companies Act, 2013, the Company has adopted a formal letter of appointment for independent directors. Please find herein below the letter of appointment in relation to your appointment as an independent director.

**1. Term of Appointment**

1.1 Your appointment will be for a term of ..... consecutive years with effect from.....

1.2 Your term shall end in any event on either at the expiry of ..... or the date on which you resign from the office of director, whichever is earlier.

**2. Duties, liabilities and expectations of Board**

2.1 Duties of the director are laid down under section 166 of the Companies Act, 2013 and Schedule IV of the Act. A copy of the prescribed duties, liabilities and expectations of the Board are enclosed in **Annexure-A**. We request you to kindly take note of the same.

2.2 In addition to your role as a Director, the Board may nominate you as the Chairman/Member of the Board Committees. Details of your present Committee positions are enclosed as **Annexure-B**.

**3. Remuneration**

3.1 As an independent director your remuneration will comprise of a sitting fee for Board / Committee meetings and a commission based on the profits of the Company.

3.2 The present sitting fees and the matrix in respect of the commission payable is given in **Annexure-C**.

- 3.3 The remuneration payable to non-executive directors including independent directors will be reviewed periodically by the Board and is subject to the approval of the shareholders, if required.
- 3.4 The Company will reimburse you for all reasonable expenses incurred for participation in the Board/Committee meetings and in connection with performing the duties as Director.

#### 4. **Code of Business Ethics**

The Company has framed a Code of Conduct for Directors and Senior Management. It is important that all the Board members abide by the Code of Conduct and affirm compliance with it annually. A copy of the code adopted by the Company is enclosed as **Annexure-D**.

#### 5. **Directors and Officers Liability Insurance**

The Company has a directors' and officers' liability insurance in place and it is intended to maintain such cover for the full term of your appointment.

On behalf of the Company and the Board, we look forward to your valued contribution to the Board deliberations and successful direction of the Company's activities.

In line with the provisions of the Companies Act, 2013, the Company may make public a generic copy of the letter on its website and the same shall be open for inspection at the registered office of the Company by any member during normal business hours.

Please confirm your acceptance by signing and returning to the enclosed copy of this letter.

Yours sincerely,  
For Bosch Limited

[Name]  
Chairman

-----

I confirm and agree to the terms of my appointment as an independent director as set out in this letter.

[Name & Signature of ID]

**A. DUTIES OF INDEPENDENT DIRECTORS (PURSUANT TO SECTION 149, SECTION 166 AND SCHEDULE IV OF THE COMPANIES ACT, 2013)**

**I. General duties of Directors pursuant to Section 166 of the Companies Act, 2013:**

- (1) Subject to the provisions of the Companies Act, 2013, a director of a company shall act in accordance with the articles of the company.
- (2) A director of a company shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
- (3) A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- (4) A director of a company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
- (5) A director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
- (6) A director of a company shall not assign his office and any assignment so made shall be void.

**II. Guidelines of professional conduct:**

An independent director shall:

- (1) uphold ethical standards of integrity and probity;
- (2) act objectively and constructively while exercising his duties;
- (3) exercise his responsibilities in a *bona fide* manner in the interest of the company;
- (4) devote sufficient time and attention to his professional obligations for informed and balanced decision making;
- (5) not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- (6) not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- (7) refrain from any action that would lead to loss of his independence;
- (8) where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
- (9) assist the company in implementing the best corporate governance practices.

### III. **Role and functions:**

The independent directors shall:

- (1) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (2) bring an objective view in the evaluation of the performance of board and management;
- (3) scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (4) satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- (5) safeguard the interests of all stakeholders, particularly the minority shareholders;
- (6) balance the conflicting interest of the stakeholders;
- (7) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- (8) moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

### IV. **Duties**

The independent directors shall—

- (1) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
- (2) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
- (3) strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
- (4) participate constructively and actively in the committees of the Board in which they are chairpersons or members;
- (5) strive to attend the general meetings of the company;
- (6) where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- (7) keep themselves well informed about the company and the external environment in which it operates;
- (8) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- (9) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
- (10) ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;



(11) report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;

(12) acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees;

(13) not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

#### **V. Separate Meetings:**

(1) The independent directors of the company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management;

(2) All the independent directors of the company shall strive to be present at such meeting;

(3) The meeting shall:

(a) review the performance of non-independent directors and the Board as a whole;

(b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;

(c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

#### **B. Liabilities**

Though the Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs in a responsible and effective manner, in your capacity as an independent director you will be liable in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance, or where you have not acted diligently.

Any breach of duties specified or expected of you as an independent director may expose you to penal consequences as specified under the Companies Act, 2013 or any other applicable law in force.

#### **C. Expectations of the Board**

As a director you will be expected to devote such time as is necessary for the proper performance of your duties. This includes preparation for and attendance at:

- scheduled Board and committee (where you are a member) meetings.
- the AGM.
- meetings of the Independent Directors.
- meetings, if any, as part of the Board evaluation process.
- additional Board, committee or shareholder meetings convened as when deemed necessary.

**Annexure-B**

You are the Chairman/member of the following Board Committees:

<b>Sl. No</b>	<b>Type of Committee</b>	<b>Chairman / Member</b>
1.	Audit Committee	Chairman/Member
2.	Nomination and Remuneration Committee	Chairman/Member
3.	Share Transfer Committee	Chairman/Member
4.	Stakeholder Relationship Committee	Chairman/Member
5.	Corporate Social Responsibility Committee	Chairman/Member

**(To be modified as applicable to each Director)**

The terms of reference of the Committees of the Board are attached herewith for reference.

**Annexure C (revised with effect from 01.04.2017)**

- I. Sitting fees Rs.20,000 for each Board Meeting and Rs.10,000 for each Audit committee meeting irrespective of whether the Board and Audit Committee meetings are held on the same day or otherwise.
- II. The total amount of commission payable to all non-executive directors including independent directors is limited to an amount not exceeding Rs. 2,00,00,000 in respect of any one financial year. Shareholders approved at the 63<sup>rd</sup> AGM held on 28.08.2015
- III. The present matrix/basis for calculating the remuneration/commission to Non Whole time Directors effective from FY 2017-18 :

<b>Sl. No</b>	<b>Particulars of Membership/Chairmanship</b>	<b>Amount (Rs) (Per Director)</b>	<b>Remarks</b>
1.	Member of Board		
	Fixed component (60%)	18,00,000	Full whether attended the meeting or not
	Variable component (40%)	12,00,000	Based on attendance (pro-rata) at each Board /Committee meetings
2.	Chairman of the Board/ AGM	150,000	-
3.	Chairperson of the Audit Committee (This is in addition to the fees paid as a member of the Committee)	112,500	-
4.	Chairperson of the Nomination and Remuneration committee	37,500	
5.	Members of Audit Committee	112,500	-
6.	Members of Nomination and Remuneration	37,500	-
7.	Members of Corporate Social Responsibility Committee	37,500	-

**BOSCH LIMITED CODE OF CONDUCT FOR DIRECTORS AND SENIOR MANAGEMENT**

**A. APPLICABILITY:**

This code applies to:

- i. Directors of Bosch Limited( the Company)
- ii. Directors of any subsidiary of the Company and
- iii. Members of Senior Management of the Company (i.e. one level below the executive directors including the functional heads)

This Code of Conduct (CODE) was approved by the Board of Directors of the Company at their meeting held on 01.03.2005 and amended pursuant to resolution of the Board at their meeting held on 05.06.2014.

This code is in addition to the Rules & Regulations of Service and Conduct applicable to Managerial & Superintending Staff of the Company.

**B. SCOPE:**

The Board of Directors (the Board) and the Senior Management of the Company agree to abide by the following Code of Conduct:

1. Attend Board/ Shareholders / Committee / Senior management meetings and seek prior leave for absence from such meeting/s.
2. Exercise authority and power with due care and diligence and whilst discharging the fiduciary responsibility of office in the best interest of the Company and all the stake holders.
3. Not allow personal interest to conflict with the interest of the Company or to come in the way of discharge of duties of office.
4. Abide by policies and business principles of the Company.
5. Comply with all applicable laws, rules and regulations.
6. Preserve and protect the environment with due concern for ecology, clean air and meet high levels of pollution and emission standards.
7. Observe strict confidentiality of the information acquired in the course of discharge of duties of office and not use the same for any personal purpose or advantage.
8. Use Company property only for official purposes and for no personal gain. Not accept any personal gratification from suppliers/service providers/business partners, etc. (Note: Personal gratification will not include normal entertainment and gifts of no significant value).
9. Deal fairly with customers, suppliers, employees and other business partners.

10. Respect safety and health of all employees and provide working conditions which are not harmful to health.
11. Encourage employees to acquire skills, knowledge and training to expand/enhance their professional and specialized knowledge.
12. Provide equal opportunities to all employees and aspirants for employment in the Company irrespective of gender, caste, religion, race or color, merit being the sole differentiating factor.
13. Conduct business operations in compliance with competition laws and principles of fair market competition.
14. Maintain high ethical and professional standards in all dealings.
15. Not to conduct ourselves in a manner as may bring disrepute to office or tarnish the reputation and image of the Company.
16. Not take up any activities competing with the business of the Company.
17. Make proper record of all financial transactions and not create undisclosed or unrecorded account/fund or asset.
18. Report any violation of this Code of Conduct to either HRL or AUD or any of the Whole-time Directors of the Company.
19. Co-operate with Government, Trade and Industry Associations for and in the development of economic legislations concerning the business of the Company

### **C. DUTIES OF INDEPENDENT DIRECTORS**

**(Pursuant to section 149, section 166 and Schedule IV of the Companies Act, 2013)**

#### **(I) Guidelines of professional conduct:**

An independent director shall:

1. uphold ethical standards of integrity and probity;
2. act objectively and constructively while exercising his duties;
3. exercise his responsibilities in a *bona fide* manner in the interest of the company;
4. devote sufficient time and attention to his professional obligations for informed and balanced decision making;
5. not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
6. not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
7. refrain from any action that would lead to loss of his independence;
8. where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
9. assist the company in implementing the best corporate governance practices.

## **(II) Role and functions:**

The independent directors shall:

1. help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
2. bring an objective view in the evaluation of the performance of board and management;
3. scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
4. satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
5. safeguard the interests of all stakeholders, particularly the minority shareholders;
6. balance the conflicting interest of the stakeholders;
7. determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
8. moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

## **(III) Duties**

The independent directors shall—

1. undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
2. seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
3. strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
4. participate constructively and actively in the committees of the Board in which they are chairpersons or members;
5. strive to attend the general meetings of the company;
6. where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
7. keep themselves well informed about the company and the external environment in which it operates;
8. not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
9. pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
10. ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
11. report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;

12. acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
13. not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

#### **IV. Separate Meetings:**

1. The independent directors of the company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management;
2. All the independent directors of the company shall strive to be present at such meeting;
3. The meeting shall:
  - (a) review the performance of non-independent directors and the Board as a whole;
  - (b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;
  - (c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

#### **V. General duties of Directors pursuant to Section 166 of the Companies Act, 2013:**

1. Subject to the provisions of the Companies Act, 2013, a director of a company shall act in accordance with the articles of the company.
2. A director of a company shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
3. A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
4. A director of a company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
5. A director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
6. A director of a company shall not assign his office and any assignment so made shall be void.

**DECLARATION BY INDEPENDENT DIRECTOR**

*[Pursuant to Section 149(6) of the Companies Act, 2013]*

**6<sup>th</sup> April 2018**

The Board of Directors  
Bosch Limited  
Hosur Road  
Adegodi  
Bengaluru – 560 030

I, Hema Ravichandar, hereby declare as an Independent Director of Bosch Limited and that:

1. I am not or was not a promoter of the Company or its holding, subsidiary or associate company;
2. I am not related to promoters or directors in the Company, its holding, subsidiary or associate company;
3. I have no or had no pecuniary relationship with the Company, its holding, subsidiary or associate company, or their promoters, or directors, during the two immediately preceding financial years or during the current financial year;
4. None of my relatives has or had pecuniary relationship or transaction with the Company, its holding, subsidiary or associate company, or their promoters, or directors, amounting to two percent or more of its gross turnover or total income or fifty lakh rupees, whichever is lower, during the two immediately preceding financial years or during the current financial year;
5. Neither myself nor any of my relatives –
  - (i) hold/holds or have/has held the position of a key managerial personnel or am or has been employee of the Company or its holding, subsidiary or associate company in any of the three financial years immediately preceding the current financial year;
  - (ii) have/has been an employee or proprietor or partner, in any of the three financial years immediately preceding the current financial year of:
    - A. a firm of auditors or company secretaries in practice or cost auditors of the Company or its holding, subsidiary or associate company; or
    - B. any legal or a consulting firm that has or had any transaction with the company, its holding, subsidiary or associate company amounting to ten percent or more of the gross turnover of such firm;





- (iii) hold/holds together two per cent or more of the total voting power of the Company;  
or
  - (iv) is a Chief Executive or a director, by whatever name called of any non-profit organization that receive twenty five per cent or more of its receipts or corpus from the Company, any of its promoters, directors or its holding, subsidiary or associate company or that holds two percent or more of the total voting power of the Company; or
  - (v) is a material supplier, service provider or customer or a lessor or lessee of the Company;
6. I possess appropriate skills, experience and knowledge related to the Company's business.

I further declare that whenever there is any change in the circumstances which may affect my status as an Independent Director, I will give a fresh declaration that I meet the criteria of independence referred to above.



Hema Ravichandar  
Independent Director  
DIN: 00032929

**Members can refer the Articles of Association on Page 1 of this document**

May 11, 2018

To  
The Board of Directors  
Bosch Limited  
Hosur Road, Adugodi  
Bengaluru – 560030.  
Karnataka, India

Dear Sir/Madam,

Pursuant to the provisions of Section 160 of the Companies Act, 2013, I, being a member of the Company, holding 2 shares under DPID & CLID: 12033200 and 09766138 hereby give notice of my intention to propose the candidature of Mr. S V Ranganath (DIN:00323799) for appointment as Director of the Company, at the Sixty Sixth Annual General Meeting of the Company.

Please acknowledge receipt.

Thanking You,

**Yours faithfully,**

*P. Bhagyarajan*  
(BHAGYARAJAN P)

<Name of the shareholder>



To,  
Mr/Mrs \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bosch Limited  
Post Box No:3000  
Hosur Road, Adugodi  
Bangalore-560030  
Karnataka, India  
Tel +91 80 4176 8626  
Fax +91 80 2299 2181  
[www.boschindia.com](http://www.boschindia.com)  
PAN: AAACM 9840P  
CIN: L85110KA1951PLC000761

Dear Mr/Mrs \_\_\_\_\_,

**Sub: Letter of Appointment**

On behalf of the Company, I am pleased to confirm your appointment as an independent director. The Board and the Company are grateful to you for having accepted this appointment.

In line with the Companies Act, 2013, the Company has adopted a formal letter of appointment for independent directors. Please find herein below the letter of appointment in relation to your appointment as an independent director.

**1. Term of Appointment**

1.1 Your appointment will be for a term of ..... consecutive years with effect from.....

1.2 Your term shall end in any event on either at the expiry of ..... or the date on which you resign from the office of director, whichever is earlier.

**2. Duties, liabilities and expectations of Board**

2.1 Duties of the director are laid down under section 166 of the Companies Act, 2013 and Schedule IV of the Act. A copy of the prescribed duties, liabilities and expectations of the Board are enclosed in **Annexure-A**. We request you to kindly take note of the same.

2.2 In addition to your role as a Director, the Board may nominate you as the Chairman/Member of the Board Committees. Details of your present Committee positions are enclosed as **Annexure-B**.

**3. Remuneration**

3.1 As an independent director your remuneration will comprise of a sitting fee for Board / Committee meetings and a commission based on the profits of the Company.

3.2 The present sitting fees and the matrix in respect of the commission payable is given in **Annexure-C**.

- 3.3 The remuneration payable to non-executive directors including independent directors will be reviewed periodically by the Board and is subject to the approval of the shareholders, if required.
- 3.4 The Company will reimburse you for all reasonable expenses incurred for participation in the Board/Committee meetings and in connection with performing the duties as Director.

#### 4. **Code of Business Ethics**

The Company has framed a Code of Conduct for Directors and Senior Management. It is important that all the Board members abide by the Code of Conduct and affirm compliance with it annually. A copy of the code adopted by the Company is enclosed as **Annexure-D**.

#### 5. **Directors and Officers Liability Insurance**

The Company has a directors' and officers' liability insurance in place and it is intended to maintain such cover for the full term of your appointment.

On behalf of the Company and the Board, we look forward to your valued contribution to the Board deliberations and successful direction of the Company's activities.

In line with the provisions of the Companies Act, 2013, the Company may make public a generic copy of the letter on its website and the same shall be open for inspection at the registered office of the Company by any member during normal business hours.

Please confirm your acceptance by signing and returning to the enclosed copy of this letter.

Yours sincerely,  
For Bosch Limited

[Name]  
Chairman

-----

I confirm and agree to the terms of my appointment as an independent director as set out in this letter.

[Name & Signature of ID]

**A. DUTIES OF INDEPENDENT DIRECTORS (PURSUANT TO SECTION 149, SECTION 166 AND SCHEDULE IV OF THE COMPANIES ACT, 2013)**

**I. General duties of Directors pursuant to Section 166 of the Companies Act, 2013:**

- (1) Subject to the provisions of the Companies Act, 2013, a director of a company shall act in accordance with the articles of the company.
- (2) A director of a company shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
- (3) A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- (4) A director of a company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
- (5) A director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
- (6) A director of a company shall not assign his office and any assignment so made shall be void.

**II. Guidelines of professional conduct:**

An independent director shall:

- (1) uphold ethical standards of integrity and probity;
- (2) act objectively and constructively while exercising his duties;
- (3) exercise his responsibilities in a *bona fide* manner in the interest of the company;
- (4) devote sufficient time and attention to his professional obligations for informed and balanced decision making;
- (5) not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- (6) not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- (7) refrain from any action that would lead to loss of his independence;
- (8) where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
- (9) assist the company in implementing the best corporate governance practices.

### III. **Role and functions:**

The independent directors shall:

- (1) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (2) bring an objective view in the evaluation of the performance of board and management;
- (3) scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (4) satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- (5) safeguard the interests of all stakeholders, particularly the minority shareholders;
- (6) balance the conflicting interest of the stakeholders;
- (7) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- (8) moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

### IV. **Duties**

The independent directors shall—

- (1) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
- (2) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
- (3) strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
- (4) participate constructively and actively in the committees of the Board in which they are chairpersons or members;
- (5) strive to attend the general meetings of the company;
- (6) where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- (7) keep themselves well informed about the company and the external environment in which it operates;
- (8) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- (9) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
- (10) ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;

(11) report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;

(12) acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees;

(13) not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

#### **V. Separate Meetings:**

(1) The independent directors of the company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management;

(2) All the independent directors of the company shall strive to be present at such meeting;

(3) The meeting shall:

(a) review the performance of non-independent directors and the Board as a whole;

(b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;

(c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

#### **B. Liabilities**

Though the Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs in a responsible and effective manner, in your capacity as an independent director you will be liable in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance, or where you have not acted diligently.

Any breach of duties specified or expected of you as an independent director may expose you to penal consequences as specified under the Companies Act, 2013 or any other applicable law in force.

#### **C. Expectations of the Board**

As a director you will be expected to devote such time as is necessary for the proper performance of your duties. This includes preparation for and attendance at:

- scheduled Board and committee (where you are a member) meetings.
- the AGM.
- meetings of the Independent Directors.
- meetings, if any, as part of the Board evaluation process.
- additional Board, committee or shareholder meetings convened as when deemed necessary.



**Annexure-B**

You are the Chairman/member of the following Board Committees:

<b>Sl. No</b>	<b>Type of Committee</b>	<b>Chairman / Member</b>
1.	Audit Committee	Chairman/Member
2.	Nomination and Remuneration Committee	Chairman/Member
3.	Share Transfer Committee	Chairman/Member
4.	Stakeholder Relationship Committee	Chairman/Member
5.	Corporate Social Responsibility Committee	Chairman/Member

**(To be modified as applicable to each Director)**

The terms of reference of the Committees of the Board are attached herewith for reference.

**Annexure C (revised with effect from 01.04.2017)**

- I. Sitting fees Rs.20,000 for each Board Meeting and Rs.10,000 for each Audit committee meeting irrespective of whether the Board and Audit Committee meetings are held on the same day or otherwise.
- II. The total amount of commission payable to all non-executive directors including independent directors is limited to an amount not exceeding Rs. 2,00,00,000 in respect of any one financial year. Shareholders approved at the 63<sup>rd</sup> AGM held on 28.08.2015
- III. The present matrix/basis for calculating the remuneration/commission to Non Whole time Directors effective from FY 2017-18 :

<b>Sl. No</b>	<b>Particulars of Membership/Chairmanship</b>	<b>Amount (Rs) (Per Director)</b>	<b>Remarks</b>
1.	Member of Board		
	Fixed component (60%)	18,00,000	Full whether attended the meeting or not
	Variable component (40%)	12,00,000	Based on attendance (pro-rata) at each Board /Committee meetings
2.	Chairman of the Board/ AGM	150,000	-
3.	Chairperson of the Audit Committee (This is in addition to the fees paid as a member of the Committee)	112,500	-
4.	Chairperson of the Nomination and Remuneration committee	37,500	
5.	Members of Audit Committee	112,500	-
6.	Members of Nomination and Remuneration	37,500	-
7.	Members of Corporate Social Responsibility Committee	37,500	-

## BOSCH LIMITED CODE OF CONDUCT FOR DIRECTORS AND SENIOR MANAGEMENT

### A. **APPLICABILITY:**

This code applies to:

- i. Directors of Bosch Limited( the Company)
- ii. Directors of any subsidiary of the Company and
- iii. Members of Senior Management of the Company (i.e. one level below the executive directors including the functional heads)

This Code of Conduct (CODE) was approved by the Board of Directors of the Company at their meeting held on 01.03.2005 and amended pursuant to resolution of the Board at their meeting held on 05.06.2014.

This code is in addition to the Rules & Regulations of Service and Conduct applicable to Managerial & Superintending Staff of the Company.

### B. **SCOPE:**

The Board of Directors (the Board) and the Senior Management of the Company agree to abide by the following Code of Conduct:

1. Attend Board/ Shareholders / Committee / Senior management meetings and seek prior leave for absence from such meeting/s.
2. Exercise authority and power with due care and diligence and whilst discharging the fiduciary responsibility of office in the best interest of the Company and all the stake holders.
3. Not allow personal interest to conflict with the interest of the Company or to come in the way of discharge of duties of office.
4. Abide by policies and business principles of the Company.
5. Comply with all applicable laws, rules and regulations.
6. Preserve and protect the environment with due concern for ecology, clean air and meet high levels of pollution and emission standards.
7. Observe strict confidentiality of the information acquired in the course of discharge of duties of office and not use the same for any personal purpose or advantage.
8. Use Company property only for official purposes and for no personal gain. Not accept any personal gratification from suppliers/service providers/business partners, etc. (Note: Personal gratification will not include normal entertainment and gifts of no significant value).
9. Deal fairly with customers, suppliers, employees and other business partners.

10. Respect safety and health of all employees and provide working conditions which are not harmful to health.
11. Encourage employees to acquire skills, knowledge and training to expand/enhance their professional and specialized knowledge.
12. Provide equal opportunities to all employees and aspirants for employment in the Company irrespective of gender, caste, religion, race or color, merit being the sole differentiating factor.
13. Conduct business operations in compliance with competition laws and principles of fair market competition.
14. Maintain high ethical and professional standards in all dealings.
15. Not to conduct ourselves in a manner as may bring disrepute to office or tarnish the reputation and image of the Company.
16. Not take up any activities competing with the business of the Company.
17. Make proper record of all financial transactions and not create undisclosed or unrecorded account/fund or asset.
18. Report any violation of this Code of Conduct to either HRL or AUD or any of the Whole-time Directors of the Company.
19. Co-operate with Government, Trade and Industry Associations for and in the development of economic legislations concerning the business of the Company

### **C. DUTIES OF INDEPENDENT DIRECTORS**

**(Pursuant to section 149, section 166 and Schedule IV of the Companies Act, 2013)**

#### **(I) Guidelines of professional conduct:**

An independent director shall:

1. uphold ethical standards of integrity and probity;
2. act objectively and constructively while exercising his duties;
3. exercise his responsibilities in a *bona fide* manner in the interest of the company;
4. devote sufficient time and attention to his professional obligations for informed and balanced decision making;
5. not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
6. not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
7. refrain from any action that would lead to loss of his independence;
8. where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
9. assist the company in implementing the best corporate governance practices.

## **(II) Role and functions:**

The independent directors shall:

1. help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
2. bring an objective view in the evaluation of the performance of board and management;
3. scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
4. satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
5. safeguard the interests of all stakeholders, particularly the minority shareholders;
6. balance the conflicting interest of the stakeholders;
7. determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
8. moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

## **(III) Duties**

The independent directors shall—

1. undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
2. seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
3. strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
4. participate constructively and actively in the committees of the Board in which they are chairpersons or members;
5. strive to attend the general meetings of the company;
6. where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
7. keep themselves well informed about the company and the external environment in which it operates;
8. not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
9. pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
10. ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
11. report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;

12. acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
13. not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

#### **IV. Separate Meetings:**

1. The independent directors of the company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management;
2. All the independent directors of the company shall strive to be present at such meeting;
3. The meeting shall:
  - (a) review the performance of non-independent directors and the Board as a whole;
  - (b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;
  - (c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

#### **V. General duties of Directors pursuant to Section 166 of the Companies Act, 2013:**

1. Subject to the provisions of the Companies Act, 2013, a director of a company shall act in accordance with the articles of the company.
2. A director of a company shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
3. A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
4. A director of a company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
5. A director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
6. A director of a company shall not assign his office and any assignment so made shall be void.

## DECLARATION BY INDEPENDENT DIRECTOR

*[Pursuant to Section 149(6) of the Companies Act, 2013]*

To,

The Board of Directors  
Bosch Limited  
Hosur Road  
Adugoddi  
Bengaluru – 560 030

Date:07.05.2018

I, S.V. Ranganath, hereby declare that, I am eligible to be appointed as an Independent Director of Bosch Limited (the "Company") and that:

1. I am not or was not a promoter of the Company or its holding, subsidiary or associate company;
2. I am not related to promoters or directors in the Company, its holding, subsidiary or associate company;
3. I have no or had no pecuniary relationship with the Company, its holding, subsidiary or associate company, or their promoters, or directors, during the two immediately preceding financial years or during the current financial year;
4. None of my relatives has or had pecuniary relationship or transaction with the Company, its holding, subsidiary or associate company, or their promoters, or directors, amounting to two percent or more of its gross turnover or total income or fifty lakh rupees, whichever is lower, during the two immediately preceding financial years or during the current financial year;
5. Neither myself nor any of my relatives –
  - (i) hold/holds or have/has held the position of a key managerial personnel or am or has been employee of the Company or its holding, subsidiary or associate company in any of the three financial years immediately preceding the current financial year;
  - (ii) have/has been an employee or proprietor or partner, in any of the three financial years immediately preceding the current financial year of:
    - A. a firm of auditors or company secretaries in practice or cost auditors of the Company or its holding, subsidiary or associate company; or
    - B. any legal or a consulting firm that has or had any transaction with the company, its holding, subsidiary or associate company amounting to ten percent or more of the gross turnover of such firm;
  - (iii) hold/holds together two per cent or more of the total voting power of the Company; or
  - (iv) is a Chief Executive or a director, by whatever name called of any non-profit organization that receive twenty five per cent or more of its receipts or corpus from the Company, any of its promoters, directors or its holding, subsidiary or associate company or that holds two percent or more of the total voting power of the Company; or
  - (v) is a material supplier, service provider or customer or a lessor or lessee of the Company;

6. I possess appropriate skills, experience and knowledge related to the Company's business.

I further declare that whenever there is any change in the circumstances which may affect my status as an independent director, I will give a fresh declaration that I meet the criteria of independence referred to above.

  
S.V. Ranganath  
DIN: 00323799



**Members can refer the Articles of Association on Page 1 of this document**

May 11, 2018

To  
The Board of Directors  
Bosch Limited  
Hosur Road, Adugodi  
Bengaluru – 560030.  
Karnataka, India

Dear Sir/Madam,

Pursuant to the provisions of Section 160 of the Companies Act, 2013, I, being a member of the Company, holding 25 shares under DPID & CLID: IN302902 41380692 hereby give notice of my intention to propose the candidature of Mr. Jan Oliver Röhrl for appointment as Director of the Company, at the Sixty Sixth Annual General Meeting of the Company.

Please acknowledge receipt.

Thanking You,

**Yours faithfully,**



Ashutosh Hasabnis

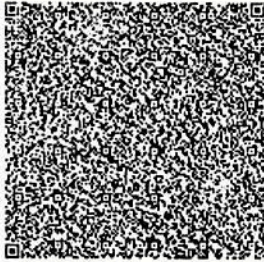


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No. : IN-KA70183201677339Q  
Certificate Issued Date : 05-Jun-2019 02:59 PM  
Account Reference : NONACC (FI)/ kacrsfl08/ KORAMANGALA1/ KA-BA  
Unique Doc. Reference : SUBIN-KAKACRSFL0884131603852032Q  
Purchased by : BOSCH LIMITED  
Description of Document : Article 12 Bond  
Description : EMPLOYMENT AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : BOSCH LIMITED  
Second Party : JAN OLIVER ROEHRL  
Stamp Duty Paid By : BOSCH LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



-----Please write or type below this line-----

THIS AGREEMENT entered into this the 5<sup>th</sup> day of June 2018 between BOSCH LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its registered office at P.B. No. 3000, Hosur Road, Adugodi, Bengaluru – 560 030 (hereinafter called the “Company”) which expression shall unless repugnant to the context thereof include its successors and assigns of the First Part and Mr. Jan-Oliver Röhl, presently residing at Villa No. E17, Epsilon Villas, Yamalur Main Road, Bengaluru – 560 037 (hereinafter called the “Director”) of the Second Part.

**Statutory Alert:**

- 1 The authenticity of this Stamp Certificate should be verified at “www.sncilestamp.com”. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate.
- 3 In case of any discrepancy please inform the Competent Authority.

WHEREAS Mr. Röhl is in the Whole-time employment of the Company and is serving as Executive Vice President (Engineering) & Regional President (Powertrain Solution).

AND WHEREAS at the meeting of the Board of Directors of the Company held on May 22, 2018, the Directors resolved to appoint Mr. Röhl as an Executive Director with effect from July 01, 2018 to December 31, 2020 at the remuneration and terms and conditions as determined at the said meeting, subject to the approval of the shareholders at the General Meeting.

AND WHEREAS the Company and the Director are desirous of formally recording the terms and conditions of the appointment.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. The General Company's provisions/policies for the time being shall apply to the employment relationship, unless a provision more favorable to Mr. Röhl's is hereafter agreed.
2. Subject to the discretion of the Board, the Director shall serve the Company as an Executive Director designated as Executive Vice-President (Engineering) & Regional President (Powertrain Solutions) from July 01, 2018 to December 31, 2020, subject to the provisions of this Agreement and the Companies Act, 2013.
3. The Director shall be responsible for Powertrain Solutions division of the Company, and shall carry out such functions, exercise such powers of management and carry out such duties as may be entrusted to him, from time to time.
4. During his employment under this Agreement, the Director shall devote his whole time attention to business of the Company for which he is made accountable and shall use his endeavor to promote the Company's interest and welfare.
5. Remuneration  
The remuneration payable to the Director by way of salary, perquisites and performance salary/performance linked incentive, shall be determined by the Board from time to time based on the Company's remuneration policy but shall not exceed the maximum limit prescribed under Schedule V to the Companies Act, 2013 (including any statutory re-enactment or modification thereof.)



- (a) The remuneration as determined by the Board at their meeting held on May 22, 2018 is as under:
- (i) The Director's remuneration is composed to a base salary and variable annual bonus.
  - (ii) Mr. Röhr's annual base salary shall comprise of a Euro component of Euro 245,861 (gross) p.a. payable at the exchange rate on the salary day and a rupee component of INR 17,841,522 (gross) p.a., in the Annual Base Salary range of INR 25,000,000 (gross) p.a. to INR 50,000,000 (gross) p.a.; increments/revisions being at the discretion of the Board.
  - (iii) The annual bonus depends on the profits and performance. Its amount is fixed annually by the Board of Directors, taking into account the economic results and also Mr. Röhr's personal performance and target achievement. It can amount upto 160% of the Annual Base Salary.
  - (iv) Mr. Röhr's remuneration shall be subject to deduction of tax at source and other statutory deductions, as applicable.
  - (v) The Company will extend to Mr. Röhr the benefits/facilities as described in Annexure to this Agreement.
  - (vi) Minimum managerial remuneration (in case of absence or inadequacy of profits):  
Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of the Director, the Company has no profits or the profits are inadequate, the Company will pay remuneration, benefits and amenities as specified in this agreement subject to the approval of the Central Government, if and to the extent necessary or in the alternative, pay remuneration by way of salary, perquisites and any other allowances within the ceiling limits prescribed in para 1 of section II of part II of Schedule V to the Companies Act, 2013 (including any statutory re-enactment or modification thereof).
  - (vii) In the event of any increase in the limits of the emoluments, benefits and perquisites payable in accordance with the laws as may be in force from time to time, the Board in its absolute discretion may increase the remuneration payable to the Director in line with the Company's remuneration policy prevailing from time to time.
  - (viii) The Board of Directors may in their absolute discretion pay to the Director lower remuneration than the maximum remuneration stipulated above. Further, the terms and conditions of the

appointment and/or remuneration may be revised and varied from time to time in such manner the Board of Directors in the exercise of their absolute discretion may consider appropriate provided that the terms of such appointment and/or remuneration are subject to the limits set out in Schedule V to the Companies Act, 2013 (including any statutory modification or re-enactment thereof) or the maximum limits of payments of the managerial remuneration in accordance with the Companies Act, 2013 as may be re-codified or the laws, policies, rules, regulations and guidelines in force for the time being.

#### 6. Interests of the Company

- (i) The Director undertakes to maintain and promote the Company's interests/ interest of Bosch Group in every respect, and only to carry out any sideline activity for gain subject to approval as per the Company's policy, from time to time and the Board of Directors, if required.
- (ii) Subject to the provisions of the Companies Act, 2013, the Director shall not, so long as he functions as the Director of the Company, become interested or otherwise concerned directly or through his wife and/ or minor children or other members of his family, if any, in any selling agency of the Company without the prior approval of the Board of Directors of the Company.
- (iii) Secrecy is to be maintained in relation to all business matters not generally known, both as towards persons outside the Company and towards employees not involved. Records of any kind concerning business operations may only be prepared for business purpose. They are to be handed over to the Company at any time upon request, and upon the Director's leaving the Company or upon his removal from office, without him being specifically requested to do so, complete, and in such a form that neither originals nor copies remain with the Director. No right of lien exists on these records.
- (iv) Subject to the provisions of the Companies Act, 2013, an active participation in other businesses and the acceptance of appointments in supervisory boards and similar functions in other companies requires the prior permission of the Board of the Company. The same shall apply to direct or indirect participation (for instance, acquisition of shares in a limited company, limited partner contributions, contributions as a disclosed or silent partner, the grant of loans) in other businesses which are competitors, suppliers or customers of the Company, if, owing to the Director's appointment or activity with the Company, the Director could exercise a direct influence over the business relationships with the other companies. The acceptance of honorary offices in scientific associations and organizations also requires consent.

- (v) If the Director receives remuneration of any kind (with the exception of reimbursement of cash expenses) as a member of a supervisory board, administrative council or board or in any other activity with an inland or foreign subsidiary or holding company of the Bosch Group, this remuneration will be set-off against his income under Clause 5. He shall disclose to the Company receipt of all such remuneration referred to herein. The Director shall resign from such offices on leaving the services of the Company.
- (vi) Even after the Director leaves the Company, the Company relies upon him not to use the special experience and knowledge gained during his tenure with the Company to damage the Company in either a tangible or intangible way. Business documents which are in possession of the Director at the end of his employment are to be handed over to the Company without him being specifically requested to do so and he is not entitled to exercise a right of lien on such business documents.
- (vii) Talks or publications which affect the business area of the Company require approval in accordance with the Company guidelines/policies applicable for the time being.

#### 7. Leave

The Director will be entitled annual leave of as per the applicable Company policy.

#### 8. Business trips

Travel costs for business trips will be reimbursed within the framework of the Company guidelines applicable for the time being.

#### 9. Inventions, improvements, other copyrights

- (i) Any inventions or suggestions for improvements made by the Director and also the corresponding remuneration for the same shall be dealt with in accordance with the respective statutory and Company regulations/policies applicable at that time.
- (ii) The rights of use and exploitation in works of all kinds protected under copyright, including computer programs, which arise during or in connection with work of the Director, shall pass to the Company at the time they originate and the Company shall also be entitled to modify process or further assign any such works.

#### 10. Incapacity for work

- (i) In the case of incapacity for work on account of sickness during the employment relationship, the Company shall continue to pay the Director remuneration in the full amount (base salary and annual bonus) for a period of up to 12 months, and half the amount for a further period of up to 12 months provided this period/s corresponds to the unexpired term of his employment and in this event of any shortfall, the period referred to herein shall stand correspondingly and proportionately reduced.
- (ii) In the event of death of the Director during the currency of his tenure, his dependents entitled to maintenance or his legal heirs shall, for a further period of 6 months – commencing with the month following the month of death, receive the base salary.

In case the Director has not made any written arrangements with the Company for this event, it shall be at the discretion of the Company as to which of the persons entitled to maintenance or to which heirs this amount is to be paid. The Director's heirs remain in any event unaffected hereby.

- (iii) The Director hereby assigns to the Company any claims for damages which he or his dependent relatives or heirs may have against third parties in the event of incapacity for work on account of sickness or death, up to the amount of the figure which we pay under paragraphs 10 (i) and (ii).

#### 11. End of Contract

- (i) Unless otherwise decided by the Board of Directors of the Company, this Contract of Employment may be terminated upon notice of 12 months. The notice of termination must be given in writing.

This Contract of Employment shall terminate, without the need to give notice, at the end of the calendar quarter in which the Director attains the age of 60 years, unless a written agreement has been reached on its prolongation before that date.

- (ii) Where notice of termination has been given, this Company reserves the right to assign the Director to other tasks, subject to the continued payment of his remuneration, or to release him



from his obligation to work, subject to set-off of outstanding leave or other claims to release from work. In the event of release from work, the Company shall be entitled to demand the return of the Company car. He shall neither be entitled to demand the return of the Company car nor shall he be entitled to any claim for damages or any compensation or to any right of retention.

- (iii) The Company regards it as a matter of trust and good faith that the Director will not exploit the experience and knowledge which he may gain during his employment to the material or immaterial detriment of the Company, including after he leaves the service of the Company. Business documentation in possession of the Director when he ceases working for the Company is to be returned automatically and he shall have no right of retention.
- (iv) The employment of the Director under this agreement shall forthwith determine if he shall become insolvent or make any composition or arrangement with his creditors or he ceases to be a Director of the Company.
- (v) Notwithstanding anything to the contrary herein and subject to section 202 of the Companies Act, 2013 (which expression shall be deemed to include any modification or re-enactment thereof) if the Director, be guilty of such inattention to or negligence in the conduct of the business or of any act or omission inconsistent with his duties as an Executive/Whole-time Director or any breach of this agreement as, in the opinion of the Board, renders his vacation from the office of Executive/Whole-time Director desirable, the Board may in its discretion by giving to the him not exceeding 12 months' salary and other benefits terminate this agreement. This shall stand reduced appropriately if the unexpired term of this agreement is rendered to less than 12 months.

## 12. Amendments and supplements to the Contract

- (i) Amendments and supplements to this Contract require to be made in writing in order to be legally valid.
- (ii) This agreement represents the entire agreement between the parties hereto in relation to the terms and conditions of employment of Mr. Röhl with the Company as Executive Director and cancels and supersedes all prior agreements, arrangements or understandings, if any, whether oral or written, between the parties in relation to the terms and conditions of this employment.

(iii) The terms and conditions of this agreement shall be subject to such variations and/ or modification as may be mutually agreed or as may become desirable or necessary pursuant to the terms and conditions of approval, if any, granted by the Central Government or as may be permitted or authorized by or under the Companies Act, 2013, for the time being in force or any statutory modification or re-enactment thereof or any rules and regulations framed thereunder or otherwise.

### 13. Dispute

If any question or dispute shall at any time arise between the parties as to the interpretation of these presents or the rights or liabilities of the parties hereunder, then such question or dispute which are not mutually settled by and between the parties shall be referred for arbitration to the Executive Director of the Indo German Chamber of Commerce at Mumbai, whose decision shall be binding on both the parties.


The Annexure to this Agreement forms part of the Agreement.

This Agreement is executed in two originals by the parties hereto, one of the original agreement being retained by the Company and the other original being delivered to Mr. Jan-Oliver Röhl.

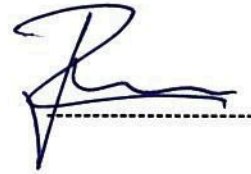
IN WITNESS WHEREOF the above named Mr. Jan-Oliver Röhl has set his hands this 5<sup>th</sup> day of June, 2018.

Witness:

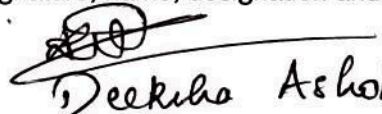
1.

  
Anuj Sharma  
Asst. Company Secretary  
Bosch Limited, Hosur  
Road, Adugodi, Bengaluru - 30.  
(Signature, name, designation and address)

Jan-Oliver Röhl



2.

  
Deeksha Ashok  
Bosch Limited, Hosur Road  
Adugodi, Bengaluru - 30  
(Signature, name, designation and address)

For Bosch Limited



Soumitra Bhattacharya  
Managing Director

**ANNEXURE TO CONTRACT DATED June 05, 2018 BETWEEN BOSCH LIMITED AND MR. JAN-OLIVER RÖHRL.**

The Company will extend to Mr. Jan-Oliver Röhl the following benefits/ facilities:

1.	Housing	The Company will provide and maintain a house for Mr. Röhl and his family.
2.	Gas, electricity and water charges for the house	These services will be borne/paid by the individual.
3.	Security for the house and Garden maintenance at the house	These services would be provided/borne by the Company.
4.	Car and Driver	2 cars maintained and fueled by the Company with 2 drivers for the use of Mr. Röhl and his family.
5.	Telephone at home	One or more phones for the purpose of Company's business according to Company rules.
6.	Club Memberships	Fees of 2 clubs excluding admission and life membership fees.
7.	Satellite TV	Annual subscription to be up to a maximum of INR 6,500/-, plus one German channel (optional). These services will be provided by Company.
8.	Medical Reimbursement	As per the Company's policy, as available to other Senior Management/ Executives of the Company.
9.	Reimbursement of School Fees	As per the Company's policy, as available to other Senior Management/ Executives of the Company.
10.	Other Benefits	Mr. Röhl would be entitled to any other benefits or privileges as may be available to other Senior Management/ Executives of the Company from time to time.
11.	Expenses incurred on joining the Company, while on deputation and when returning to home	Actual expenses incurred on travel and on packing, forwarding, loading, unloading as well as freight, insurance, local transportation and installation expenses in connection with the moving of personal

	<p>state after completion of employment</p>	<p>effects of Mr. Röhl and his family for joining duty in Bengaluru will be paid by the Company. Relocation expenses referred to above, in case Mr. Röhl joins another company within Bosch group, that company will bear these expenses. However, if Mr. Röhl resigns and joins another company outside the Bosch group, then Company will not reimburse such relocation expenses.</p>
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**Members can refer the Articles of Association on Page 1 of this document**



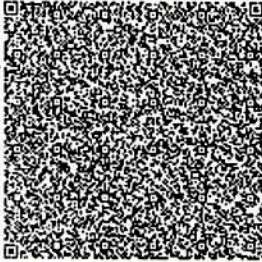


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No. : IN-KA70184353278837Q  
Certificate Issued Date : 05-Jun-2018 03:00 PM  
Account Reference : NCNACC (FI)/ kacrsfl08/ KORAMANGALA1/ KA-BA  
Unique Doc. Reference : SUBIN-KAKACRSFL0884133549931374Q  
Purchased by : BOSCH LIMITED  
Description of Document : Article 12 Bond  
Description : EMPLOYMENT AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : BOSCH LIMITED  
Second Party : S C SRINIVASAN  
Stamp Duty Paid By : BOSCH LIMITED  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



-----Please write or type below this line-----

THIS AGREEMENT entered into this the 5<sup>th</sup> day of JUNE 2018 between BOSCH LIMITED, a Company incorporated under the Indian Companies Act, 1913 and having its Registered Office at Hosur Road, Adugodi, Bengaluru – 560 030 (hereinafter called the “Company”) which expression shall unless repugnant to the context thereof include its successors and assigns of the First Part and Mr. S C Srinivasan, presently residing at El Nivas, 380/390, 2<sup>nd</sup> Cross, 16<sup>th</sup> Main, 3<sup>rd</sup> Block, Koramangala, Bengaluru - 560 034 (hereinafter called the “Director”) of the Second Part;

### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at “www.shclstamp.com”. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

WHEREAS at the meeting of the Board of Directors held on May 22, 2018, the Directors resolved to appoint Mr. S.C. Srinivasan as Chief Financial Officer of the Company with effect from July 01, 2018. Further, the Board of Directors at the aforementioned meeting also resolved to appoint Mr. Srinivasan as Alternate Director to Mr. Peter Tyroller with effect from July 01, 2018 and by virtue of being in employment of the Company appointed as a Whole-time/Executive Director for a period from July 01, 2018 to June 30, 2021, at the remuneration and terms and conditions as determined at the said meeting, subject to the approval of the shareholders at the General Meeting.

AND WHEREAS the Company and the Director are desirous of formally recording the terms and conditions of the appointment.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

This agreement shall take effect from July 01, 2018.

Mr. S C Srinivasan shall be under the overall control, guidance and superintendence of the Board of Directors of the Company (hereinafter called the "Board") and he shall promptly and faithfully obey such orders and directions as may be given to him by the Board with such restrictions as the Board may in its absolute discretion determine and entrust to him.

1. Designation of position and area of work

(1) Designation of position

Subject to the discretion of the Board, the Director shall serve the Company as a Whole-time/Executive Director designated as Executive Vice-President (Finance and Administration) from July 01, 2018 to June 30, 2021 and Chief Financial Officer with effect from July 01, 2018, subject to the provisions of this Agreement and the Companies Act, 2013.

(2) Beyond the scope of the narrower area of the Director's work, it is part of his task to be mindful of possible improvements of a technical, commercial and organizational nature in the business areas of the Company.

(3) The Company reserves the right to assign to the Director other tasks commensurate with his education and abilities; in such case, the designation of the Director's position and the above mentioned area of work may change.

2. Applicable provisions

The statutory and the general Company provisions/policies in the versions applicable for the time being shall apply to the employment relationship, unless more favorable terms are agreed to under this agreement.

3. Remuneration





- (1) The Director's remuneration shall comprise of a base salary, a variable annual bonus and cash perk basket (CPB)/ allowance.
- (2) The Director's annual base salary shall be INR 18,007,500 (gross) p.a. (Rupees Eighteen Million Seven Thousand and Five Hundred only) in the Annual Base Salary range of INR 17,500,000 (gross) p.a. to INR 25,000,000 (gross) p.a.; increments/revisions being at the discretion of the Board.

The annual bonus depends on profit and performance. Its amount is fixed annually by the Board of Directors, taking into account the economic results and also Mr. Srinivasan's personal performance and target achievement. It can amount to up to 160% of the Annual Base Salary.

- (3) Cash perk basket (CPB) / Allowances:

INR 3,364,000 (gross) p.a. in the Cash Perk Basket range of INR 3,000,000 (gross) p.a. to INR 7,500,000 (gross) p.a. comprising of Medical Cost, Leave Travel Allowance, housing and security deductions, if any and Supplementary Allowance as per Company's policies subject to the provisions of Income Tax Act/Rules; revisions/ increments being at the discretion of the Board.

- (4) Benefits / Facilities:

- (i) Hospitalisation:

(a) Hospitalisation Insurance: INR 1,500,000 p.a. for Mr. Srinivasan and family.

(b) Post retirement hospitalization: INR 1,000,000 p.a. for Mr. Srinivasan and family.

*Family includes spouse and children upto the age of 23 years.*

- (ii) Life Insurance

(a) Group Term Life Insurance: Compensation for death under group term life insurance for death due to natural causes will be 60 months' base salary.

(b) Group Personal Accident Insurance: Compensation for death / permanent total disablement under group personal accident insurance will be 100 months' base salary.

- (5) The Fixed Monthly salary, the Annual Bonus and Cash Perk Basket (CPB) / Allowance shall be transferred to the bank account specified by the Director.
- (6) The Director's remuneration shall be subject to deduction of tax at source and other statutory deductions as applicable.

Minimum managerial remuneration (in case of absence or inadequacy of profits):

Notwithstanding anything to the contrary herein contained, where in any financial year during the currency of the tenure of Mr. Srinivasan, the Company has no profits or the profits are inadequate, the Company will pay remuneration by way of salary and



perquisites as per this agreement subject to the approval of the shareholders, if and to the extent necessary or in the alternative, pay remuneration by way of salary, perquisites and any other allowances within the ceiling limits prescribed in para 1 of section II of part II of Schedule V to the Companies Act, 2013 (including any statutory re-enactment or modification thereof).

#### 4. Interests of the Company

- (1) The Director undertakes to maintain and promote the Company's interests/ interest of Bosch Group in every respect, and only to carry out any sideline activity for gain with our previous written consent.
- (2) Subject to the provisions of the Companies Act, 2013, the Director shall not, so long as he functions as Director of the Company, become interested or otherwise concerned directly or through his wife and/ or minor children or other members of his family, if any, in any selling agency of the Company without the prior approval of the Board of Directors of the Company.
- (3) Secrecy is to be maintained in relation to all business matters not generally known, both as towards persons outside the Company and towards employees not involved. Records of any kind concerning business operations may only be prepared for business purpose. They are to be handed over to the Company at any time upon request, and upon the Director leaving the Company or upon his removal from office, without him being specifically requested to do so, complete, and in such a form that neither originals nor copies remain with him. No right of lien exists on these records.
- (4) Subject to the provisions of the Companies Act, 2013, an active participation in other businesses and the acceptance of appointments in supervisory boards and similar functions in other companies require the prior permission of the Board of the Company. The same shall apply to direct or indirect participation (for instance, acquisition of shares in a limited company, limited partner contributions, contributions as a disclosed or silent partner, the grant of loans) in other businesses which are competitors, suppliers or customers of the Company, if, owing to the Directors appointment or activity with the Company, he could exercise a direct influence over the business relationships with the other companies. The acceptance of honorary offices in scientific associations and organizations also requires consent.
- (5) If the Director receives remuneration of any kind (with the exception of reimbursement of cash expenses) as a member of a supervisory board, administrative council or board or in any other activity with an inland or foreign subsidiary or holding company of the Bosch Group, this remuneration will be set-off against his income under 3. He shall disclose to the Company receipt of all such remuneration referred to herein.
- (6) Even after the Director leaving the Company, the Company relies upon him not to use the special experience and knowledge gained during his tenure with the Company to damage the Company in either a tangible or intangible way. Business documents which are in possession of the Director at the end of his employment are to be handed over to the



Company without him being specifically requested to do so; Mr. S C Srinivasan is not entitled to exercise a right of lien on such business documents.

(7) Talks or publications which affect the business area of the Company require prior approval in accordance with the Company guidelines applicable/policies for the time being.

5. Leave

The Director will be entitled to an annual leave as per the applicable Company policy.

6. Business trips

Travel costs for business trips will be reimbursed within the framework of the Company guidelines/policies applicable for the time being.

7. Inventions, improvements, other copyrights

(1) Any inventions or suggestions for improvements made by the Director and also the corresponding remuneration for the same shall be dealt with in accordance with the respective statutory and Company regulations applicable at that time.

(2) The rights of use and exploitation in works of all kinds protected under copyright, including computer programs, which arise during or in connection with work of the Director, shall pass to the Company at the time they originate and the Company shall also be entitled to modify process or further assign any such works.

8. Incapacity for work

(1) In case of incapacity for work on account of sickness during the employment relationship, the Company shall continue to pay the Director's remuneration in the full amount (base salary, annual bonus and cash perk basket/allowance) for a period of up to 12 months, and half the amount for a further period of up to 12 months provided this period/s corresponds to the unexpired term of his employment and in this event of any shortfall, the period referred to herein shall stand correspondingly and proportionately reduced.

(2) In the event of death of Director during his term of employment with the Company, his dependents entitled to maintenance or his legal heirs shall receive pro-rata remuneration for a period of 6 months, calculated from the date of death.

In case the Director has not made any written arrangement to the above effect, the Company shall have the discretion to decide as to which of the persons entitled to maintenance or to which heirs this amount is to be paid. The division of the Director's estate between shall not be affected by the above.

(3) The Director hereby assigns to the Company any claims for damages which he or his dependent relatives or heirs may have against third parties in the event of incapacity for

work on account of sickness or death, up to the amount of the figure which we pay under paras 8(1) and 8(2).

9. Termination of Employment Relationship:

- (1) Unless otherwise decided by the Board of Directors of the Company, this Contract of Employment may be terminated upon notice of 12 months by either party. The notice of termination must be given in writing.

This Contract of Employment shall terminate, without the need to give notice, at the end of the calendar quarter in which the Director attains the age of 62 years, unless a written agreement has been reached on its prolongation before that date.

- (2) Where notice of termination has been given, the Company reserves the right to assign the Director to other tasks, subject to the continued payment of his remuneration, or to release him from his obligation to work, subject to set-off of outstanding leave or other claims to release from work. In the event of release from work, the Company shall be entitled to demand the return of the Company car and the Director shall not be entitled to demand the return of the Company car. The Director shall not be entitled to any claim for damages or any compensation or to any right of retention.
- (3) The Company regards it as a matter of trust and good faith that the Director will not exploit the experience and knowledge which he may gain during his employment to detriment of the Company, including after he leaves the service of the Company. Business documentation in possession of the Director when he ceases working for the Company is to be returned automatically and he shall have no right of retention.
- (4) The employment of the Director under this agreement shall forthwith determine if he shall become insolvent or make any composition or arrangement with his creditors or he shall cease to be a Director of the Company.
- (5) Notwithstanding anything to the contrary herein and subject to section 202 of the Companies Act, 2013 (which expression shall be deemed to include any modification or re-enactment thereof) if the Director, be guilty of such inattention to or negligence in the conduct of the business or of any act or omission inconsistent with his duties as Director or any breach of this agreement as, in the opinion of the Board, renders his vacation from the office of Director desirable, the Board may in its discretion by giving him compensation not exceeding 12 months' salary and other benefits terminate this agreement. This shall stand reduced appropriately if the unexpired term of this agreement is rendered to less than 12 months.

10. Amendments and supplements to the Contract

- (1) Amendments and supplements to this Contract are required to be made in writing in order to be legally valid.



(2) This agreement and/or any modification/supplement thereof represents the entire agreement between the parties hereto in relation to the terms and conditions of employment of the Director with the Company as Whole-time/Executive Director and cancels and supersedes all prior agreements, arrangements or understandings, if any, whether oral or written, between the parties in relation to the terms and conditions of this employment.

(3) The terms and conditions of this agreement shall be subject to such variations and/ or modification as may be mutually agreed or as may become desirable or necessary pursuant to the terms and conditions of approval, if any, granted by the Central Government or as may be permitted or authorized by or under the Companies Act, 2013, for the time being in force or any statutory modification or re-enactment thereof or any rules and regulations framed thereunder or otherwise.

#### 11. Dispute

If any question or dispute shall at any time arise between the parties as to the interpretation of these presents or the rights or liabilities of the parties hereunder, then such question or dispute which are not mutually settled by and between the parties shall be referred for arbitration to the Executive Director of the Indo German Chamber of Commerce at Mumbai, whose decision shall be binding on both the parties.

The Annexure to this Agreement forms part of the Agreement.

This Agreement is executed in two originals by the parties hereto, one of the original agreement being retained by the Company and the other original being delivered to the Director.

IN WITNESS WHEREOF the above named Mr. S C Srinivasan has set his hands this 5<sup>th</sup> day of June 2018.

Witness:

1.

*Army Band*

*Army Band*

*Asst. Company Secretary*

*Bosch Ltd., Hosur Road, Adugodi, Bengaluru - 20.*

(Signature, name, designation and address)

*K. K.*

**KARTHIK KAILAS**

**BOSCH LIMITED, HOSUR ROAD, ADUGODI**

**BENGALURU - 560020**

*Srinivasan*

S C Srinivasan

2.

(Signature, name, designation and address)

For Bosch Limited



---

Soumitra Bhattacharya  
Managing Director



ANNEXURE TO CONTRACT DATED JUNE 05, 2018 BETWEEN BOSCH LIMITED AND MR. S C SRINIVASAN

The Company will extend to Mr. S C Srinivasan the following benefits/ facilities:

1.	Retirement of Funds	Mr. Srinivasan will be extended the benefits of Provident Fund, Gratuity and Superannuation on the Fixed Monthly Salary (Base Salary) according to Company Rules.
2.	Company leased/owned residential accommodation	Will be provided by the Company on request of the Director and shall be subject to deduction from salary as per the rules of the Company.
3.	Security at residence	In case of Company owned accommodation, the Company will provide the said facility.
4.	Gas, electricity and water charges for the house	These services will be borne/paid by the individual.
5.	Car and Driver	2 cars maintained and fueled by the Company with 2 drivers for the use of Mr. Srinivasan and his family.
6.	Telephone at home	One or more phones for the purpose of Company's business according to Company rules.
7.	Club Memberships	Fees of 2 clubs excluding admission and life membership fees.
8.	Other Benefits	Mr. Srinivasan would be entitled to any other benefits or privileges as may be available to other Senior Management/Executives of the Company
9.	Expenses incurred on joining the Company, while on deputation and when returning to home state after completion of employment	<p>Actual expenses incurred on travel and on packing, forwarding, loading, unloading as well as freight, insurance, local transportation and installation expenses in connection with the moving of personal effects of Mr. Srinivasan and family for joining duty in Bengaluru will be paid by the Company</p> <p>A one-time arrival allowance equivalent to 1.5 month's salary will be paid to Mr. Srinivasan at the time of joining duty to meet his initial transfer expenses</p> <p>Relocation expenses referred to above will also be paid when Mr. Srinivasan finally retires from the employment of the Company. In case Mr. Srinivasan joins another company within the Bosch Group, that company will bear these expenses. However, if he resigns and joins another company outside the Bosch Group, then the Company will not reimburse such relocation expenses.</p>

# Bosch Limited

Registered Office: Hosur Road, Adugodi, Bengaluru - 560 030  
Tel: +91 80 4176 8626; 2299 2315 Fax +91 80 2299 2181, website: www.boschindia.com;  
E-mail: investor@in.bosch.com; CIN: L85110KA1951PLC000761

NOTICE is hereby given that the SIXTY THIRD Annual General Meeting of Bosch Limited (the "Company") will be held at 10.30 a.m. on Friday, August 28, 2015 at Trinity Hall, 'Vivanta By Taj', 41/3, Mahatma Gandhi Road, Bengaluru - 560001, to transact the following businesses:

## ORDINARY BUSINESS:

1. To receive, consider and adopt the Audited Financial Statements of the Company for the fifteen months period from January 01, 2014 to March 31, 2015, namely, (i) the Balance Sheet as at March 31, 2015; (ii) the Statement of Profit & Loss for the fifteen months period from January 01, 2014 to March 31, 2015; (iii) the Cash Flow Statement for the fifteen months period from January 01, 2014 to March 31, 2015; (iv) Notes annexed to, and forming part of documents referred to in (i) to (iii) above and the Reports of the Board of Directors and Auditors thereon.
2. To declare a dividend for the fifteen months period from January 01, 2014 to March 31, 2015.
3. To appoint a Director in place of Dr. Steffen Berns (DIN: 06449396), who retires by rotation and being eligible, offers himself for re-appointment.
4. To consider and, if thought fit, to pass the following resolution as an Ordinary Resolution:  
"RESOLVED THAT pursuant to Sections 139, 142 and other applicable provisions, if any, of the Companies Act, 2013 (the "Act") and the Companies (Audit and Auditors) Rules, 2014 ("Rules") (including any statutory modification or re-enactment thereof, for the time being in force), Price Waterhouse & Co Bangalore LLP, Chartered Accountants, (Registration No. 007567S/S-200012) be and are hereby appointed as Auditors of the Company for a period of two years from the conclusion of this Annual General Meeting till the conclusion of the 65<sup>th</sup> Annual General Meeting (subject to ratification of appointment by the shareholders at subsequent Annual General Meeting) on such remuneration as may be decided by the Board of Directors."

## SPECIAL BUSINESS:

5. To consider and, if thought fit, to pass the following resolution as an Ordinary Resolution:  
"RESOLVED THAT subject to the provisions of Sections 2(94), 196, 197 and other applicable provisions, if any, of the Companies Act, 2013 (the "Act"), read with Schedule V to the Act and the rules made thereunder (including any statutory modification or re-enactment thereof, for the time being in force), and subject to the approval of the Central Government, consent of the Company be and is hereby accorded for appointment of Dr. Andreas Wolf (DIN: 07088505) as a Whole-time Director of the Company (consequent to his appointment as an Alternate Director) for a period of four years commencing from March 01, 2015 to February 28, 2019 on the terms and conditions including remuneration set out in the Agreement dated March 04, 2015, entered into between the Company and Dr. Andreas Wolf with specific authority to the Board of Directors to vary the terms and conditions of appointment including remuneration payable to Dr. Andreas Wolf provided that the remuneration payable to Dr. Andreas Wolf shall not exceed the maximum limits for payment of managerial remuneration specified in the Companies Act, 2013.  
RESOLVED FURTHER THAT in the event of Dr. Andreas Wolf ceasing to be an Alternate Director at any time, during the aforesaid period of service and is appointed as a Director of the Company, whether as an Alternate or otherwise, Dr. Andreas Wolf shall continue as a Whole-time Director of the Company on aforesaid terms and conditions upon such re-appointment except that during the period that he ceases to be a Director of the Company, he shall continue as an employee of the Company on the same terms and conditions as aforesaid.  
RESOLVED FURTHER THAT the Board of Directors and Company Secretary, be and is hereby authorized to do all acts, deeds, matters and things as may be considered necessary, desirable or expedient to give effect to this resolution."
6. To consider and if thought fit, to pass the following resolution as an Ordinary Resolution:  
"RESOLVED THAT pursuant to the provisions of Section 197 and other applicable provisions of the Companies Act, 2013, read with Schedule V to the Act (including any statutory modification or re-enactment thereof, for the time being in force) and in partial modification of the resolution passed at the Annual General Meeting held on June 05, 2013, approval of the Company be and is hereby accorded for the revision in remuneration and perquisites/benefits of Mr. Soumitra Bhattacharya, Joint Managing Director of the Company (DIN: 02783243) from November 01, 2014 for the unexpired period of his term as under:



Sl. No.	Particulars	
1.	Annual Base Salary:	₹9,454,500 p.a. (gross) with effect from November 01, 2014 and with effect from January 01, 2015; ₹11,042,400 p.a. (gross) in the range of ₹7,000,000 to ₹14,000,000 p.a. (gross) increments / revision being at the discretion of the Board.
2.	Cash Perk Basket:	₹3,364,000 p.a. (gross) in the range of ₹3,000,000 to ₹6,000,000 p.a. (gross) comprising of Medical Cost, Security, Housing, Leave Travel Allowance and Supplementary Allowance as per the Company's policies subject to the provisions of Income Tax Act/Rules; increments / revision being at the discretion of the Board.
3.	Benefits/Facilities	
(i)	Hospitalization	
a)	Hospitalization Insurance:	₹1,500,000 p.a. for Mr. Bhattacharya and family.
b)	Post retirement hospitalization:	₹1,000,000 p.a. for Mr. Bhattacharya and family. Family includes wife and children upto the age of 23 years.
(ii)	Life Insurance	
a)	Group Term Life Insurance:	Compensation for death due to natural causes under group term life insurance will be 60 months' base salary.
b)	Group Personal Accident Insurance:	Compensation for death/permanent total disablement under group personal accident insurance 100 months' base salary.
4.	Mr. Soumitra Bhattacharya shall also be entitled to any other benefits or privileges as may be available to other Senior Management/Executives of the Company from time to time.	

RESOLVED FURTHER THAT save as aforesaid, all other terms and conditions of appointment of Mr. Soumitra Bhattacharya, as approved by the shareholders at the Annual General Meeting held on June 05, 2013, shall remain unchanged."

7. To consider and if thought fit, to pass the following resolution as an Ordinary Resolution:

"RESOLVED THAT pursuant to the provisions of Section 148 and other applicable provisions, if any, of the Companies Act, 2013 and the Companies (Audit and Auditors) Rules, 2014 (including any statutory modification or re-enactment thereof, for the time being in force), remuneration of ₹500,000/- (exclusive of applicable taxes and reimbursement of out of pocket expenses) payable to Messrs Rao, Murthy & Associates, Cost Accountants (Regn. No.000065), for conducting audit of the Cost Records of the Company for the Financial Year 2015-16, as approved by the Board of Directors, be and is hereby ratified.

RESOLVED FURTHER THAT the Board of Directors (including any Committee thereof) be and are hereby authorized to do such acts, deeds, things and matters as may be required to give effect to this resolution."

8. To consider and if thought fit, to pass the following resolution as a Special Resolution:

"RESOLVED THAT pursuant to the provisions of Sections 149(9), 197 and other applicable provisions, if any of the Companies Act, 2013 (the "Act") and the rules thereunder (including any statutory modification(s) or re-enactment thereof, for the time being in force), a profit related commission of a sum not exceeding in aggregate one percent per annum of the net profits of the Company calculated in accordance with the provisions of Section 198 of the Companies Act, 2013, be paid to and distributed amongst any or all of the directors of the Company, other than the Managing Director / Joint Managing Director / Whole-time Director(s) of the Company, but including the independent directors of the Company, in such amounts or proportions and in such manner and in all respects as may be decided and determined by the Board of Directors of the Company, and such payments shall be made in respect of the profits of the Company for each financial year, for a period of five financial years commencing from April 01, 2015, provided however that the aggregate commission paid to all Non-Executive Directors of the Company (including independent directors) shall not exceed ₹20,000,000/- (Rupees Two crore only) for or in respect of a financial year."

9. To consider and if thought fit, to pass the following resolution as a Special Resolution :

"RESOLVED THAT pursuant to the provisions of Clause 49 (VII) of the Listing Agreement (including any statutory modifications or re-enactments thereof, for the time being in force), consent of the Company be and is hereby accorded for entering into contracts, arrangements or transactions in the ordinary course of business with Robert Bosch GmbH, Germany ("RB GmbH"), holding company, a related party within the meaning of Clause 49 (VII) read with section 2(76) of Companies Act, 2013, which includes purchase, sale, transfer and receipt of goods, assets, materials, components, services, resources or obligations, on such terms and conditions as may be mutually agreed between the Company and RB GmbH for an aggregate amount not exceeding ₹50,000 million in respect of a Financial Year.

RESOLVED FURTHER THAT the Board of Directors of the Company (including its Committee thereof) be and is hereby authorized to do all such acts, deeds, matters, things, and to finalize the terms and conditions as may be considered necessary, expedient or desirable, in order to give effect to this Resolution.”

By Order of the Board

S. Karthik  
Company Secretary  
Membership No.: A6768

Bengaluru  
May 29, 2015

**Notes:**

- (a) Statement setting out material facts pursuant to the provisions of Section 102 of the Companies Act, 2013 (the “Act”) in respect of Item Nos. 5 to 9 of the Notice is annexed hereto.
- (b) A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT ONE OR MORE PROXIES TO ATTEND AND VOTE INSTEAD OF HIMSELF/HERSELF AND SUCH PROXY NEED NOT BE A MEMBER OF THE COMPANY. A person can act as proxy on behalf of members not exceeding fifty (50) and holding in aggregate not more than ten percent of paid up share capital of the Company.
- (c) If a Proxy is appointed for more than fifty Members, he shall choose any fifty Members and confirm the same to the Company before the commencement of specified period for inspection. In case, the Proxy fails to do so, the Company shall consider only the first fifty proxies received as valid.
- (d) The instrument appointing the proxy (duly completed, stamped and signed) must be deposited at the registered office of the Company not less than 48 hours before the commencement of the meeting. During the period beginning 24 hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, a member would be entitled to inspect the proxies lodged, at any time during the business hours of the Company, provided not less than 3 days’ written notice is given to the Company.
- (e) In terms of the provisions of Section 152 of the Companies Act, 2013, Dr. Steffen Berns (DIN : 06449396) retires by rotation at forthcoming Annual General Meeting and being eligible, offers himself for re-appointment. Details required under clause 49 of the listing agreement is enclosed as an Annexure to the Notice.
- (f) The relevant documents referred in the Notice will be open for inspection by the members at the Registered Office of the Company during working days (except Saturdays, Sundays & Public Holidays) between 09.30 a.m. to 5.00 p.m.
- (g) The Register of Members and the Share Transfer Books of the Company will remain closed from Saturday, August 22, 2015 to Friday, August 28, 2015 (both days inclusive).
- (h) Subject to Section 126 of the Act, dividend, if declared, will be payable to those Members, whose names appear in the Register of Members as at the close of business on August 21, 2015 and in respect of shares held in dematerialised form, as per the list of beneficial owners furnished to the Company by NSDL/CDSL, as at the close of business on August 21, 2015. The dividend warrants will be posted on or about September 01, 2015.

*Notes: (i) In respect of shares held in electronic/demat form, beneficial owners are requested to notify any change in their address, bank account, mandate, etc. to their respective Depository Participant.*

*(ii) Members holding shares in physical form are requested to notify any change in their address, bank account, etc. to the Company or to the Registrar and Transfer Agents.*

*(iii) With a view to prevent fraudulent encashment of dividend warrants, Members holding shares in physical form are advised to furnish particulars of their bank account together with their 9 digit MICR code number for recording the same.*

- (i) Pursuant to sub-section (5) of Section 205A of the Companies Act, 1956, dividend for the financial year ended December 31, 2007 and thereafter, which remain unclaimed for a period of 7 years from the date of transfer will be remitted to the Investor Education and Protection Fund of the Central Government established under sub-section (1) of Section 205C of the Act. Members can claim the unpaid dividend from the Company before transfer to the Investor Education and Protection Fund. As per the prevailing statutory provisions, the unpaid dividend once transferred to the said Fund cannot be claimed.
- (j) Pursuant to Section 72 of the Companies Act, 2013, shareholders holding shares in physical form may file nomination in the prescribed Form SH-13 and any change or variation in the nomination in prescribed Form SH-14 with the Company’s Registrar and Transfer Agent. In respect of shares held in electronic / demat form, the nomination form may be filed/changed with the respective Depository Participant.
- (k) Members are requested to bring their copy of the Annual Report to the Annual General Meeting.

- (l) Corporate Members intending to send their authorized representatives to attend the Meeting pursuant to section 113 of the Companies Act, 2013 are requested to send to the Company, a certified copy of the relevant Board Resolution together with their respective specimen signatures authorizing their representative(s) to attend and vote on their behalf at the Meeting.
- (m) Members/Proxies/Representatives are requested to bring the attendance slip, enclosed with the annual report / notice for attending the meeting, duly completed and signed mentioning therein details of their DP ID and Client ID/ Folio No.
- (n) In case of Joint Holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote at the Meeting.
- (o) The Securities and Exchange Board of India (SEBI) has mandated the submission of Permanent Account Number (PAN) by every participant in the securities market. Members holding shares in electronic form are, therefore, requested to submit their PAN to the Depository Participants with whom they maintain their demat accounts. Members holding shares in physical form should submit their PAN to the Company / Registrar and Transfer Agents(RTA).
- (p) Members who have not registered their e-mail address so far are requested to register their e-mail address with Depository Participant/Registrar and Transfer Agents for receiving all the communications including Annual Reports, Notices, etc. in electronic mode.
- (q) Rule 3 of Companies (Management and Administration) Rules, 2014 prescribes that Register of Members should now have additional details pertaining to e-mail, PAN / CIN, UID, Occupation, Status and Nationality. We request all the Members of the Company to update the said details with their respective depository participants in case of shares held in electronic form and with the Company's Registrar and Transfer Agents in the case of physical holding.
- (r) None of the Directors are related to each other nor they hold any shares in the Company.
- (s) In this Notice and Annexure thereto the term "Shareholders" and "Members" are used interchangeably.
- (t) The instructions for shareholders voting electronically are as under:

I	In compliance with provisions of Section 108 of the Companies Act, 2013, Rule 20 of the Companies (Management and Administration) Rules, 2014, as amended, the Company is pleased to provide members facility to exercise their right to vote on resolutions proposed to be considered at the Annual General Meeting (AGM) by electronic means and the business may be transacted through e-voting services. The facility of casting the votes by the members using an electronic voting system from a place other than venue of the AGM ("remote e-voting") will be provided by National Securities Depository Limited (NSDL).	
II	The remote e-voting period commences on Monday, August 24, 2015 at 9.00 a.m. and ends on Thursday, August 27, 2015 at 5.00 p.m. During this period, Members of the Company, holding shares either in physical form or in dematerialized form, as on Friday, August 21, 2015, may cast their vote by remote e-voting. The remote e-voting module shall be disabled by NSDL for voting thereafter. Once vote on a resolution is cast by the member, the member shall not be allowed to recast or change it subsequently.	
III	The process and manner for remote e-voting are as under:	
	A.	In case a Member receives an email from NSDL [for members whose email IDs are registered with the Company/Depository Participants(s)] :
	(i)	Open email and open PDF file viz.; "remote e-voting.pdf" with your Client ID or Folio No. as password. The said PDF file contains your user ID and password/PIN for remote e-voting. Please note that the password is an initial password.
	(ii)	Launch internet browser by typing the following URL: <a href="https://www.evoting.nsdl.com">https://www.evoting.nsdl.com</a>
	(iii)	Click on Shareholder - Login
	(iv)	Put user ID and password as initial password/PIN noted in step (i) above. Click Login.
	(v)	Password change menu appears. Change the password/PIN with new password of your choice with minimum 8 digits/characters or combination thereof. Note your new password. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.
	(vi)	Home page of remote e-voting opens. Click on remote e-voting: Active Voting Cycles.
	(vii)	Select "EVEN" of Bosch Limited
	(viii)	Now you are ready for remote e-voting as Cast Vote page opens.
	(ix)	Cast your vote by selecting appropriate option and click on "Submit" and also "Confirm" when prompted.
	(x)	Upon confirmation, the message "Vote cast successfully" will be displayed

	(xi)	Once you have voted on the resolution, you will not be allowed to modify your vote.						
	(xii)	Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/JPG Format) of the relevant Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer through e-mail to <a href="mailto:sree@sreedharancs.com">sree@sreedharancs.com</a> with a copy marked to <a href="mailto:evoting@nsdl.co.in">evoting@nsdl.co.in</a> .						
B.		In case a Member receives physical copy of the Notice of Annual General Meeting [for members whose email IDs are not registered with the Company/Depository Participants(s) or requested physical copy] :						
	(i)	Initial password is provided as below/at the bottom of the Attendance Slip for the AGM: <table border="1" data-bbox="523 501 1398 607"> <thead> <tr> <th><b><u>EVEN (Remote e-voting Event Number)</u></b></th> <th><b><u>USER ID</u></b></th> <th><b><u>PASSWORD/PIN</u></b></th> </tr> </thead> <tbody> <tr> <td>102297</td> <td>XXXXXXXX</td> <td>XXXXXXXX</td> </tr> </tbody> </table>	<b><u>EVEN (Remote e-voting Event Number)</u></b>	<b><u>USER ID</u></b>	<b><u>PASSWORD/PIN</u></b>	102297	XXXXXXXX	XXXXXXXX
<b><u>EVEN (Remote e-voting Event Number)</u></b>	<b><u>USER ID</u></b>	<b><u>PASSWORD/PIN</u></b>						
102297	XXXXXXXX	XXXXXXXX						
	(ii)	Please follow all steps from Sl. No.(ii) to Sl. No.(xii) above, to cast vote.						
IV		In case of any queries, you may refer the Frequently Asked Questions (FAQs) for Members and remote e-voting user manual for Members available at the “Downloads” section of <a href="http://www.evoting.nsdl.com">www.evoting.nsdl.com</a> or call on toll free no.: 1800-222-990. Alternatively, members may also contact the below mentioned officer of the Company for any grievance related to remote e-voting:-						
		Mr. Prakash V Deputy Manager – Secretarial Department Ph : (080) 2299 2315/ 2299 9652/ 6752 2310; e-mail: <a href="mailto:investor@in.bosch.com">investor@in.bosch.com</a>						
V		If you are already registered with NSDL for remote e-voting then you can use your existing user ID and password/PIN for casting your vote.						
VI		You can also update your mobile number and e-mail id in the user profile details of the folio which may be used for sending future communication(s).						
VII		The voting rights of members shall be in proportion to their shares of the paid up equity share capital of the Company as on the cut-off date of August 21, 2015 and person who is not a member as on cut-off date and receives this notice shall treat the same for information purposes only.						
VIII		Any person, who acquires shares of the Company and become member of the Company after dispatch of the notice and holding shares as of the cut-off date i.e. August 21, 2015, may obtain the login ID and password by sending a request at <a href="mailto:evoting@nsdl.co.in">evoting@nsdl.co.in</a> or Issuer/RTA.  However, if you are already registered with NSDL for remote e-voting then you can use your existing user ID and password for casting your vote. If you forgot your password, you can reset your password by using “Forgot User Details/Password” option available on <a href="http://www.evoting.nsdl.com">www.evoting.nsdl.com</a> or contact NSDL at the following toll free no.: 1800-222-990.						
		A member may participate in the AGM even after exercising his right to vote through remote e-voting but shall not be allowed to vote again at the AGM.						
IX		A person, whose name is recorded in the register of members or in the register of beneficial owners maintained by the depositories as on the cut-off date only shall be entitled to avail the facility of remote e-voting as well as voting at the AGM.						
X		Mr. V. Sreedharan, Practicing Company Secretary, has been appointed as the Scrutinizer to scrutinize the voting and remote e-voting process in a fair and transparent manner.						
XI		The Company has opted to provide at the AGM “electronic voting system” for all those members who are present at the AGM and have not cast their votes by availing the remote e-voting facility.						
XII		After the conclusion of voting at the AGM, the Scrutinizers will submit a report after taking into account votes cast at the AGM and through remote e-voting in accordance with provisions of Rule 20 of Companies (Management and Administration) Rules, 2014, as amended.						
		The consolidated results in respect of voting along with the Scrutinizer’s Report will be sent to the Stock Exchanges and will also be hosted on website of the Company and NSDL.						

By Order of the Board

S. Karthik  
Company Secretary  
Membership No.: A6768

Bengaluru  
May 29, 2015

## ANNEXURE TO THE NOTICE

### (A) Details of Director seeking re-appointment at the forthcoming Annual General Meeting (pursuant to Clause 49 of the Listing Agreement):

Dr. Steffen Berns, aged 52 years, is a Mechanical Engineer from Darmstadt Technical University, Germany and a Doctorate in Engineering from Technical University of Aachen, Germany. He served the Company as General Manager - R&D and OE Sales during 1996-1998. From 1998 to 1999, he held the position of President of Robert Bosch India Limited (Presently Robert Bosch Engineering and Business Solutions Private Limited). He then returned to parent company-Robert Bosch GmbH as Senior Vice-President, Diesel Systems division and subsequently Executive Vice President, Gasoline Systems Division. He joined the Company from September 01, 2012 and became the Managing Director of the Company with effect from January 01, 2013. Dr. Steffen Berns holds directorship in the following companies other than Bosch Limited:- (i) Robert Bosch Engineering and Business Solutions Private Limited, (ii) MICO Trading Private Limited, (iii) Robert Bosch (Bangladesh) Limited and (iv) Robert Bosch Lanka (Private) Limited. He is a National Council Member of Confederation of Indian Industry and Committee Member of Indo German Chamber of Commerce. Dr. Berns is a member of "Stakeholders' Relationship Committee", "Share Transfer Committee", "Corporate Social Responsibility Committee" and "Risk Management Committee" of the Company. He is also a member of the "Corporate Social Responsibility Committee" of Robert Bosch Engineering and Business Solutions Private Limited. He does not hold any shares in the Company.

During the fifteen months period from January 01, 2014 to March 31, 2015, 7 Board Meetings were held which were attended by Dr. Steffen Berns.

### (B) Statement pursuant to Section 102 of the Companies Act, 2013, in respect of Item Nos. 5 to 9 of the Notice

#### Item No. 5

The Board of Directors of the Company, on recommendation of the Nomination and Remuneration Committee, at their meeting held on February 13, 2015 appointed Dr. Andreas Wolf, Executive Vice President (Manufacturing & Quality) as an Alternate Director to Mr. Peter Tyroller (DIN:06600928) with effect from March 01, 2015. Consequent to his appointment as an Alternate Director, Dr. Wolf has been placed in position of a Whole-time Director as per the provisions of Companies Act, 2013. The Board of Directors, therefore, at the same meeting approved the appointment of Dr. Wolf as Whole-time Director for a period of four years from March 01, 2015 to February 28, 2019, subject to the approval of Central Government and shareholders on terms and conditions as under:

1. a) Annual Base Salary ₹17,891,050 gross (comprising of an Euro component of Euro 135,237 payable at the exchange rate on the salary day and a rupee component of ₹7,149,448) in the range of ₹10,000,000 to ₹30,000,000 gross; revisions / increments being at the discretion of the Board.  
Dr. Wolf is eligible for onetime payment towards joining allowance of ₹3,012,943 gross.
- b) Variable Annual Bonus Annual bonus is fixed annually by the Board of Directors, taking into account the economic results and also Dr. Wolf's personal performance and target achievement. It can amount up to 160% of the Base Salary.
2. Deduction of Tax at Source Remuneration shall be subject to deduction of tax at source and other statutory deductions as applicable.
3. Minimum Managerial Remuneration (in case of absence or inadequacy of profits) Wherein in any financial year during the currency of the tenure of Dr. Wolf, the Company has no profits or the profits are inadequate, the Company will pay remuneration by way of salary, benefits and amenities to him as specified in the agreement dated March 04, 2015 between the Company and Dr. Wolf subject to the approval of the Central Government, if and to the extent necessary or in the alternative, pay remuneration by way of salary, perquisites and any other allowances within the ceiling limits prescribed under para 1 of section II of part II of Schedule V to the Companies Act, 2013 (including any statutory amendment thereof).
4. Benefits/facilities:
  - i. Housing:  
The Company will provide and maintain a house for Dr. Wolf and his family.
  - ii. Car and Driver:  
Two cars maintained and fueled by the Company with 2 drivers for the use of Dr. Wolf and his family.
  - iii. Gas, Electricity & Water charges for the house:  
These services will be borne/paid by Dr. Wolf.



iv. Telephone:

One cell phone, broadband/Internet and fax. These services will be provided by Company. Private calls and additional connections are to be paid by Dr. Wolf.

v. Club Membership:

Fees of 2 clubs excluding admission and life membership fees.

vi. Security and Gardener Maintenance at the house:

These services will be provided by the Company.

vii. Satellite TV:

Annual subscription to be up to a maximum of ₹6,500/-, plus one German channel (optional). These services will be provided by Company.

viii. Expenses while on joining the Company, while on deputation and when returning to home country/state after completion of employment:

Actual expenses incurred on travel and on packing, forwarding, loading, unloading as well as freight, insurance, local transportation and installation expenses in connection with the moving of personal effects of Dr. Wolf and family for joining duty in Bangalore will be paid by the Company.

Relocation expenses referred to above, in case Dr. Wolf joins another company within Bosch group, that company will bear these expenses. However, if Dr. Wolf resigns and joins another company outside the Bosch group, then the Company will not reimburse such relocation expenses.

5. Other Benefits:

Dr. Wolf would be entitled to any other benefits or privileges as may be available to other Senior Management/ Executives of the Company.

6. End of Contract:

The contract of employment may be terminated by either party upon notice of 12 months, to expire at the end of a calendar quarter. The notice of termination must be given in writing. The contract of employment shall terminate without the need to give notice at the end of the calendar quarter in which the Director attains 60th birthday, unless a written agreement has been reached on its prolongation at least six months before that date.

Since Dr. Wolf is not deemed to be a resident of India within the meaning of Clause (e) of Part I of Schedule V, approval of the Central Government has been sought for his appointment as a Whole-time Director on terms and conditions hereinabove. The approval of Central Government is awaited.

A copy of the Agreement dated March 04, 2015 referred to in the resolution at Item No.5 will be available for inspection by the Members at the Registered Office of the Company between 9.30 a.m. and 5.00 p.m. on any working day except Saturdays, Sundays and public holidays.

The Board of Directors recommend the Ordinary Resolution set out at Item No. 5 of the Notice, for approval of Members.

Except Dr. Andreas Wolf, none of the Directors or Key Managerial Personnel, or their respective relatives are in any way concerned or interested (financially or otherwise) in the resolution set out at Item No. 5 of the Notice.

A brief profile of Dr. Andreas Wolf pursuant to Clause 49 of the Listing Agreement is given below:

Dr. Andreas Wolf, aged about 53 years, is a Mechanical Engineer and PhD holder from Technical University Dresten.

He has been associated with the Bosch group for over 24 years. During these 24 years of association, he has worked in several management positions mainly in Manufacturing, Quality, Safety, Project Management and Corporate functions as well. He has varied experience in the divisions CR (Corporate Research and Development), DS (Diesel Systems), GS (Gasoline Systems), ATMo (Special machinery) and DC (Drive and Control systems). Few of the key positions held by him during his tenure are enumerated below:-

1. Section Manager, Technical Branch in Homburg Plant;
2. Director, Department Manager Manufacturing Common Rail Injections, Diesels Systems Homburg Plant, Germany.
3. Vice President and Area Manager, PCV Diesels systems, Jihlava Plant, Czech Republic;
4. Senior Vice President and Technical Plant Manager, Bosch Bursa Plant, Turkey;

5. Senior Vice President and Technical Plant Manager, Feuerbach Plant, Germany.

Dr. Andreas Wolf holds directorship in the following companies other than Bosch Limited:- (i) Bosch Automotive Electronics India Private Limited and (ii) Bosch Chassis Systems India Limited. Dr. Andreas Wolf is not member of any Committee of the Board of the Company. Dr. Wolf is a member of "Nomination and Remuneration Committee" and "Corporate Social Responsibility Committee" of Bosch Chassis Systems India Limited and Bosch Automotive Electronics India Private Limited, respectively.

**Item No. 6**

Mr. Soumitra Bhattacharya was appointed as Joint Managing Director of the Company for a period of 4 years commencing from January 01, 2013 (01.01.13 to 31.12.17). The Board of Directors at their meeting held on February 13, 2015, on recommendation of Nomination and Remuneration Committee, revised the compensation structure of Mr. Bhattacharya as mentioned in the resolution commensurate with his responsibilities in line with remuneration policy for the senior management of the Company. Except as stated in the resolution, the other terms and conditions of his appointment as approved by the shareholders at the AGM held on June 05, 2013 remain unchanged.

Mr. Soumitra Bhattacharya, aged 54 years, is a Chartered Accountant from The Institute of Chartered Accountants of India. During his tenure with the Bosch Group he has served as Commercial Director of Robert Bosch Turkey and General Manager at the Feuerbach Plant. Before his appointment to the Board, he served the Company as Vice President responsible for commercial functions at Company's Nashik and Jaipur Plants and in charge of Corporate Planning & Controlling for the Company. He is also the Chief Financial Officer of the Company.

Mr. Bhattacharya holds directorship in the following companies other than Bosch Limited:- (i) Bosch Electrical Drives India Private Limited, (ii) MICO Trading Private Limited and (iii) Bosch Rexroth (India) Limited. He is an Executive Committee member of Automotive Component Manufacturers Association of India and Southern Council member of Confederation of Indian Industries. Mr. Bhattacharya is a member of "Corporate Social Responsibility Committee" and Chairman of "Risk Management Committee" of the Company and Chairman of "Nomination and Remuneration Committee" and "Stakeholders' Relationship Committee" of Bosch Rexroth (India) Limited.

A copy of the Supplementary Agreement dated March 04, 2015 setting out the revised remuneration, perquisites, facilities and other benefits to Mr. Bhattacharya will be available for inspection by the Members at the Registered Office of the Company between 9.30 a.m. and 5.00 p.m. on any working day except Saturdays, Sundays and Public Holidays.

Mr. Soumitra Bhattacharya has attended all the Board Meetings held during the period from January 01, 2014 to March 31, 2015, except one.

The Board of Directors recommend the Ordinary Resolution set out at Item No. 6 of the Notice, for approval of Members.

Except Mr. Soumitra Bhattacharya, none of the Directors or Key Managerial Personnel, or their relatives are in any way concerned or interested (financially or otherwise) in the resolution set out at Item No. 6 of the Notice.

**Item No. 7**

The Board of Directors at their meeting held on May 29, 2015, on recommendation of the Audit Committee, appointed Messrs Rao, Murthy & Associates, Cost Accountants as Cost Auditors of the Company to audit the cost records of the Company for the Financial Year 2015-16 at a remuneration of ₹500,000/- (Rupees Five Lakhs only) excluding applicable taxes and reimbursement of out of pocket expenses incurred in connection with Cost Audit.

In terms of the provisions of Section 148 of the Companies Act, 2013 read with the Companies (Audit and Auditors) Rules, 2014, the remuneration payable to the Cost Auditor is required to be ratified by the Members of the Company. Accordingly, consent of the members is sought by passing an Ordinary Resolution as set out at Item No. 7 of the Notice.

The Board of Directors recommend the Ordinary Resolution set out at Item No. 7 of the Notice, for approval of Members.

None of the Directors or Key Managerial Personnel, or their relatives are in any way concerned or interested (financially or otherwise) in the resolution set out at Item No. 7 of the Notice.

**Item No. 8**

The Members at the Annual General Meeting of the Company held on June 03, 2010 passed a Special Resolution under erstwhile Section 309(4) of the Companies Act, 1956, approving the payment of Commission to Non Whole-time Directors of the Company, for a sum not exceeding ₹6,000,000 per annum for a period of five financial years commencing from January 01, 2010.

The Companies Act, 2013, the amendments to listing agreement and dynamic business environment have placed more onerous responsibilities on the Non-Executive Directors (NED) particularly the Independent Directors. This requires the Directors to play a more pro-active role along with greater involvement in Board's decision making process. Considering the above and with a view to align the remuneration payable to non-executive directors / independent directors with the industry standards, it is proposed to revise the overall commission payable to all non-executive / independent directors from ₹6,000,000 to ₹20,000,000 for a period of five financial years commencing from April 01, 2015.

In line with the prevailing practice, the Board has adopted a compensation structure for non-executive directors/ independent directors that is linked to the attendance at Board meetings, Membership/Chairmanship of Committee/s of the Board, overall responsibilities as a director and other relevant factors. Within the overall limit, Commission will be distributed amongst the Directors in accordance with the recommendation of Nomination and Remuneration Committee and directions given by the Board of Directors in respect of each financial year. The Commission will be in addition to fees payable to the Directors for attending the meetings of the Board or Committee thereof and reimbursement of expenses for participation in the Board and other meetings. The overall limit of ₹2 crore specified in the resolution is enabling in nature to facilitate future revisions by the Board.

Accordingly, it is proposed to seek fresh approval of the shareholders by way of a special resolution for payment of commission to non-executive directors for an aggregate amount not exceeding ₹2 crore for any one financial year, during the five financial years commencing from April 01, 2015.

The Board of Directors recommend the Special Resolution set out at Item No. 8 of the Notice, for approval of Members.

The Non-Executive Directors and the Independent Directors may be deemed to be concerned or interested in passing of the resolution at Item No.8. No Key Managerial Personnel or their relatives are in any way concerned or interested (financially or otherwise) in the resolution set out at Item No. 8 of the Notice.

#### Item No. 9

Your Company is the subsidiary of Robert Bosch GmbH, Germany ("RB GmbH") which has its presence across the globe. Being a part of a global group, your Company collaborates closely with the holding company to meet its business objectives. The Company has wide range of transactions involving purchase of raw materials, components, trade goods, assets and services, sale of products and services, royalty payments, transfer of technology and know-how and other incidental transactions in the normal course of its business with the holding company. This helps the Company to leverage on the advanced technologies available with the holding company and provide relevant products & solutions to the Indian market. For more details on the business relationship of the Company with its holding company, RB GmbH, shareholders may refer the corporate presentation available at [http://www.boschindia.com/media/in/documents/our\\_company\\_1/shareholder\\_information\\_1/2015/Investors\\_Conference\\_2015.pdf](http://www.boschindia.com/media/in/documents/our_company_1/shareholder_information_1/2015/Investors_Conference_2015.pdf).

The broad nature of transactions / arrangements with RB GmbH envisaged in the ordinary course of business of the Company is as under:

Sl. No.	Nature of transaction
1.	Purchase of goods (raw materials, trade goods, components, tools, spares, etc.)
2.	Purchase of assets
3.	Sale of goods (products, components, etc.)
4.	Services received (royalty, development charges, IT charges, etc.)
5.	Sale of services (development income, etc.)
6.	Miscellaneous income

The other relevant particulars of contracts / arrangements / transactions are as under:

Sl. No.	Particulars	Remarks
1.	Name of the related party	Robert Bosch GmbH, Germany
2.	Nature of relationship	Holding company under Section 2(46) of the Companies Act, 2013
3.	Monetary Value	Not exceeding ₹50,000 million in any financial year. The estimated aggregate value of the transactions is arrived after considering the trend of transactions for previous years, current forecast, future business projections and business exigencies.
4.	Are the transactions in ordinary course	Yes



5.	Are the transactions on an arm's length basis	Yes. The transactions would be entered on an arm's length basis in line with the Related Party Transaction Policy of the Company, transfer pricing guidelines and regulatory requirements.
6.	Whether the transactions have been approved by Audit Committee	Prior approval of the Audit Committee is taken for all related party transactions on a periodic basis as per the provisions of Clause 49 (VII) of the listing agreement.
7.	Any other relevant information	The transactions are in ordinary course of business aligned to the business plans of the Company. The Audit Committee will review the aforesaid transactions on a periodic basis.

The said transactions including obligations, if any, with RB GmbH may exceed 10% of the consolidated annual turnover of the Company and become material in nature within the meaning of Clause 49 (VII) of the listing agreement. Thus, these transactions require approval of shareholders by way of a special resolution.

None of the Directors or Key Managerial Personnel, or their relatives are in any way concerned or interested (financially or otherwise) in the resolution set out at Item No. 9 of the Notice.

RB GmbH, being the holding company and a related party within the meaning of section 2(76) and clause 49 of the listing agreement, will abstain from voting in the resolution.

The Board commends the Special Resolution set out at Item No. 9 of the Notice, for approval of Members.

By Order of the Board

Bengaluru  
May 29, 2015

S. Karthik  
Company Secretary  
Membership No.: A6768

# Bosch Limited

PROXY FORM

(CIN: L85110KA1951PLC000761)

Regd office: Hosur Road, Adugodi, Bengaluru -560030

Tel: +91 80 4176 8626, 2299 2315 Fax: +91 80 2299 2181

website: [www.boschindia.com](http://www.boschindia.com)

e-mail: [investor@in.bosch.com](mailto:investor@in.bosch.com)

Name of the member(s) :
Registered address :
E-mail ID :
Folio No. / DP ID-Client ID :

I/We, being the member (s) of ..... shares of the above named company, hereby appoint

(1) Name: \_\_\_\_\_ Address: \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Signature: \_\_\_\_\_ or failing him;

(2) Name: \_\_\_\_\_ Address: \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Signature: \_\_\_\_\_ or failing him;

(3) Name: \_\_\_\_\_ Address: \_\_\_\_\_

E-mail Id: \_\_\_\_\_ Signature: \_\_\_\_\_

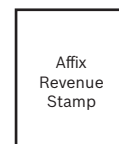
as my/our proxy to attend and vote (either on poll or through e-voting) for me/us and on my/our behalf at the 63<sup>rd</sup> Annual General Meeting of Company, to be held on the 28<sup>th</sup> day of August, 2015 At 10.30 a.m. at Trinity Hall, Vivanta By Taj, 41/3, Mahatma Gandhi Road, Bengaluru - 560 001 and at any adjournment thereof in respect of such resolutions as are indicated below:

Sl.No.	Resolutions	For	Against
<b>ORDINARY BUSINESS</b>			
1.	Adoption of Financial Statements for the fifteen months period from January 01, 2014 to March 31, 2015.		
2.	Declaration of a dividend for the fifteen months period from January 01, 2014 to March 31, 2015.		
3.	Re-appointment of Dr. Steffen Berns as a Director.		
4.	Appointment of Price Waterhouse & Co Bangalore LLP (Regn. No. 007567S/S-200012) Chartered Accountants, as Auditors and fix their remuneration.		
<b>SPECIAL BUSINESS</b>			
5.	Approve the appointment of Dr. Andreas Wolf as a Whole-time Director of the Company.		
6.	Revision in remuneration of Mr. Soumitra Bhattacharya, Joint Managing Director with effect from November 01, 2014.		
7.	Ratification of Remuneration payable to Cost Auditors.		
8.	Approval of payment of Commission to Non-Executive Directors/Independent Directors.		
9.	Approval of Related Party Transactions with Robert Bosch GmbH, Holding Company.		

Signed this ..... day of ..... 2015

Signature of shareholder

Signature of Proxy holder(s)



## Notes :

1. This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.
2. For the Resolutions, Explanatory Statement and Notes, please refer to Notice of the 63<sup>rd</sup> Annual General Meeting.
3. It is optional to put a 'X' in the appropriate column against the resolutions indicated in the Box. If you leave the 'For' or 'Against' column blank against any or all Resolutions, your Proxy will be entitled to vote in the manner as he/she thinks appropriate.
4. Please complete all details including your membership details in above box before submission. Blank/Incomplete Proxies shall be considered invalid.

**Route Map for AGM Location**

