



**BOSCH**

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BSE Limited  
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Dalal Street, Fort  
Mumbai – 400 001  
Scrip code:500530

The Manager  
Listing Department  
National Stock Exchange of India Ltd.  
Exchange Plaza, C-1, Block G  
Bandra-Kurla Complex  
Bandra (E)  
Mumbai – 400 051  
Scrip code: BOSCHLTD

March 20, 2019

Dear Sir/Madam

**Sub: Intimation of Execution of Joint Venture Agreement Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (SEBI LODR)**

With reference to the captioned subject, we would like to inform you that the Company has executed today, i.e. March 20, 2019, a Joint Venture Agreement with Prettl India Private Limited.

The details of the Joint Venture Agreement as required under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. CIR/CFD/CMD/4/2015 dated 9<sup>th</sup> September, 2015 are given in **Annexure 'A'** to this letter.

Thanking you,

**Yours faithfully,  
for Bosch Limited,**

**Rajesh Parte  
(Company Secretary  
& Compliance Officer)**

**Annexure 'A'****Disclosure under Regulation 30 of SEBI LODR**

Name(s) of parties with whom the agreement is entered	Prettl India Private Limited ( <b>Prettl</b> ) and Bosch Limited ( <b>Bosch</b> )
Purpose of entering into the agreement	The Parties have executed the Joint Venture Agreement for incorporation of a new joint venture company to be incorporated for the purpose of carrying out the business of manufacturing/assembly and supply of mechanical and electromechanical components and assemblies for automobile and non-automobile industry.
Shareholding, if any, in the entity with whom the agreement is executed	The proposed shareholding of the new joint venture company shall be as follows: <ol style="list-style-type: none"><li>1. Prettl – 60%</li><li>2. Bosch – 40%</li></ol>
Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<ol style="list-style-type: none"><li>1. Bosch has agreed to subscribe an amount not exceeding INR 8 crores and Prettl has agreed to subscribe an amount not exceeding INR 12 crores in the equity share capital of the proposed Joint Venture Company to be incorporated for the said purpose.</li><li>2. Lock-in period of 5 years for both shareholders – no transfer of shares shall be permitted in the first five years of the JV Co.'s life, without the prior consent of the other party.</li><li>3. Upon expiry of the Lock-in period as mentioned above, the parties are free to transfer the shares by giving the right of first refusal to the other by following the procedure as per the said agreement.</li><li>4. Tag Right – if a party sells its shares to a third party, then the other party shall have the right to sell its own shares to the third party at the same rate.</li><li>5. Prettl shall have right to nominate one director. Bosch shall have right to nominate one director. The parties shall appoint one more director as may be mutually agreed.</li></ol>



Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	No.
Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Not a related party transaction.
In case of issuance of shares to the parties, details of issue price, class of shares issued	On incorporation of the joint venture company equity shares shall be issued to the parties at face value of INR 10 per share.
Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Prettl shall have right to nominate one director. Bosch shall have right to nominate one director. The parties shall appoint one more director as may be mutually agreed.  There is no potential conflict of interest arising out of this agreement.