



14th August, 2023

National Stock Exchange of India Limited
BSE Limited

Scrip Code-

National Stock Exchange of India Limited: SIEMENS EQ
BSE Limited: 500550

Disclosure under Regulation 30 and Regulation 30A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”)

Dear Sir / Madam,

Pursuant to the Regulation 30 and Regulation 30A of the Listing Regulations, read with Clause 5A to para A of part A of Schedule III to the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13th July, 2023, please find attached the disclosures received from (1) Siemens Aktiengesellschaft; (2) Siemens Energy Global GmbH & Co. KG; and (3) Siemens International Holding B.V., regarding subsisting agreement.

Kindly take the same on record.

Yours faithfully,
For **Siemens Limited**

Ketan Thaker
Company Secretary

Encl: a/a

Siemens Limited
Management: Sunil Mathur
CIN: L28920MH1957PLC010839

Birla Aurora, Level 21, Plot No. 1080, Tel.: +91 22 6251 7000
Dr. Annie Besant Road, Worli, Website: www.siemens.co.in
Mumbai – 400030 E-mail- Corporate-
India Secretariat.in@siemens.com

Registered Office: Birla Aurora, Level 21, Plot No. 1080, Dr. Annie Besant Road, Worli, Mumbai – 400030. Telephone +91 22 6251 7000. Fax +91 22 24362403.
Sales Offices: Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Chandigarh, Chennai, Coimbatore, Gurgaon, Hyderabad, Jaipur, Jamshedpur, Kharghar, Kolkata, Lucknow, Kochi, Mumbai, Nagpur, Navi Mumbai, New Delhi, Puducherry, Pune, Vadodara, Visakhapatnam.



Siemens AG, LC CMA T, Werner-von-Siemens-Str. 1, 80333 Munich, Germany

To
Siemens Limited
Birla Aurora, Level 21, Plot No. 1080,
Dr. Annie Besant Road, Worli,
Mumbai – 400030, India

Name	Dr. Michael Schirmer
Department	LC CMA T
Telephone	+49 (89) 7805-22699
Fax	+49 (89) 7805-78091
Mobile	+49 (172) 3804878
E-Mail	michael.schirmer@siemens.com
Date	31 July.2023


Disclosure pursuant to the Regulation 30A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) read with SEBI’s circular dated 13 July 2023 (bearing no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123) (“Circular”)

Dear Sir/ Madam

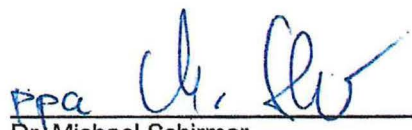
This is to inform you that Siemens AG and Siemens Energy Global GmbH & Co. KG (formerly known as Siemens Gas and Power GmbH & Co. KG) have entered into a shareholders' agreement on 30 March 2020 (“SHA”). Siemens International Holding B.V. has become party to the SHA on 23 June 2020 by way executing a deed of accession. The SHA has been executed by the parties for regulating their relationship as (direct or indirect) shareholders of the Company.

In terms of Regulation 30A (and its proviso) of the Listing Regulations and the Circular, the requisite details regarding the SHA are set out in the **Annexure** hereto. You are requested to take the same on record and make requisite disclosures in this regard in compliance with the Listing Regulations.

For Siemens Aktiengesellschaft



Hardi Zajewski
SVP M&A



Dr. Michael Schirmer
Senior Legal Counsel M&A

Siemens AG
Legal and Compliance; Management: Andreas Christian Hoffmann
Corporate, Mergers & Acquisitions; Management: Christian Bleiweiß

Werner-von-Siemens-Str. 1
80333 Munich
Germany

Tel.: +49 (89) 7805 0
www.siemens.com

Siemens Aktiengesellschaft: Chairman of the Supervisory Board: Jim Hagemann Snaube;
Managing Board: Roland Busch, Chairman, President and Chief Executive Officer; Cedrik Neike, Matthias Rebellius, Ralf P. Thomas, Judith Wiese
Registered offices: Berlin and Munich, Germany; Commercial registries: Berlin-Charlottenburg, HRB 12300, Munich, HRB 6684
WEEE-Reg.-No. DE 23691322

Annexure | Summary of the Shareholders' Agreement

S. No.	Regulatory Particulars	Summary
a)	If the listed entity is a party to the agreement, details of the counterparties (including name and relationship with the listed entity).	Not applicable.
b)	If listed entity is not a party to the agreement, i. name of the party entering into such an agreement and the relationship with the listed entity; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement.	A shareholders' agreement has been executed between Siemens AG ⁽¹⁾ (" SAG ") and Siemens Energy Global GmbH & Co. KG (formerly known as Siemens Gas and Power GmbH & Co. KG) ⁽²⁾ (" SE ") on March 30, 2020 (" SHA "). Both SAG and SE are promoters/ members of the promoter group of the Company. Siemens International Holding B.V. (" SIH "), a subsidiary of SAG (and direct shareholder and promoter of the Company), has become party to the shareholders' agreement on 23 June 2020 by way of accession. There are no other parties to the agreement.
c)	Purpose of entering into the agreement.	The parties have entered into the SHA for the purpose of regulating their relationship as (direct or indirect) shareholders of the Company.
d)	Shareholding, if any, in the entity with whom the agreement is executed.	Subsidiaries of SAG (namely SIH and Siemens Metals Technologies Vermögensverwaltungs GmbH) collectively hold 51% of the total share capital of the Company. A wholly-owned subsidiary of SE (namely Siemens Energy Holding B.V., formerly known as Siemens Gas and Power Holding B.V.) holds 24% of the total share capital of the Company. The Company does not hold any equity shares of the parties to the SHA.
e)	Significant terms of the agreement (in brief).	<ol style="list-style-type: none"> <li data-bbox="659 1429 1394 1574">1. The parties have agreed that each of them has and shall exercise control over the affairs and operations of the Company and that they shall qualify as 'promoters' of the Company. <li data-bbox="659 1597 1394 2018">2. In regard to the composition of the board of directors of the Company, the parties have agreed that: (i) SE shall be entitled to nominate one non-independent director; (ii) SAG shall be entitled to nominate all remaining non-independent directors; and (iii) the independent directors shall be considered and approved by the Nomination and Remuneration Committee of the Company. If either party ceases to hold shares in the Company, all directors nominated by such party shall resign. <i>(Note: It is clarified that, if and when such right is exercised, the appointment of such directors shall be undertaken in accordance with all procedures prescribed</i>

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		<p><i>under applicable law, including requisite involvement of the Nomination and Remuneration Committee, board of directors and the shareholders of the Company).</i></p> <p>3. The parties have agreed that each of them shall: (a) directly and indirectly, exercise its voting rights and other rights as a member of the Company in order (insofar as it is able to do so through the exercise of such rights) to give full effect to the terms of the SHA and the articles of association of the Company ("Articles") and the rights and obligations of the parties as set out in the SHA and the Articles; (b) use best efforts (through their nominee directors, subject to their fiduciary duties to the Company) to procure that the Company complies with the provisions of the SHA and the Articles.</p> <p>4. SE has agreed that it shall act (directly and through their nominee directors, subject to their fiduciary duties to the Company) in the manner instructed by SAG in regard to <i>inter alia</i> the following matters: (i) changes to the constitution documents of the Company; (ii) issuance of shares or securities or reduction of share capital and buy-back of shares by the Company; (iii) mergers, demergers or amalgamations concerning the Company or its subsidiaries; (iv) sale of undertakings or shares in subsidiaries of the Company; (v) remuneration of the CEO and CFO; and (vi) delisting of the Company (collectively, "Instruction Matters").</p> <p>5. Notwithstanding the above, in regard to certain identified reserved matters pertaining <i>inter alia</i> to SE and the GP Business (i.e. gas and power business, which is reported by the Company as a separate business segment) ("Reserved Matters"), the parties have <i>inter alia</i> agreed that they shall act (directly and through their nominee directors, subject to their fiduciary duties to the Company) based on prior written approval of both parties. SE is not required to follow written instructions of SAG on the Instruction Matters if they are in regard to Reserved Matters.</p> <p>6. In case either party commits a material breach of the SHA, then, subject to certain conditions: (i) SAG has a call option in case SE is the defaulting party; and (ii) SE has a put option in case SAG is the defaulting party.</p> <p>7. The parties have agreed to set up a steering committee (<i>which has not been constituted as on date</i>), consisting of two nominees of each party, which shall only serve as forum for alignment amongst the parties and may not</p>

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		<p>take any binding decisions whatsoever. It shall <i>inter alia</i>: (i) follow-up on the performance of and compliance with the SHA; and (ii) discuss any anticipated changes to the accounting, business plan and budget of the Company or any measures which may influence the performance of the Company.</p> <p>8. The term of the SHA shall be until the 15th anniversary from its execution unless the parties agree in writing to terminate it or any of the identified termination events occur. Upon termination of the SHA, the parties shall use best efforts to consider avenues for restructuring the Company to explore opportunities and maximize value, subject to requirements under applicable law.</p> <p>9. Each party has agreed to undertake certain actions pertaining to the shares held by it in the Company only with the prior written consent of the other party and comply with certain restrictions.</p> <p>10. Any shares of the Company held via subsidiaries of the parties shall be deemed to be shares held by the parties for the purposes of the SHA. Each party shall procure that all rights under such shares held indirectly are executed in accordance with the terms of the SHA and that such subsidiary fully complies with the terms of the SHA.</p>
f)	Extent and the nature of impact on management or control of the listed entity.	Please refer to item (e) above.
g)	Details and quantification of the restriction or liability imposed upon the listed entity.	Please refer to item (e) above.
h)	Whether the said parties are related to promoter/ promoter group/ group companies in any manner. If yes, nature of relationship.	SAG ⁽¹⁾ and SIH are promoters of the Company. SE ⁽²⁾ is a member of the promoter group of the Company.
i)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length".	No.
j)	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not applicable.
k)	Any other disclosures	Please refer to item (e) above.

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	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.	
1)	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	Not applicable.

Notes:

- (1) SAG continues to be disclosed as a promoter of the Company although it ceased to directly hold shares in the Company since 23 June 2020. Subsidiaries of SAG collectively hold 51% of the total share capital of the Company.
- (2) Siemens Energy Holding B.V. (formerly known as Siemens Gas and Power Holding B.V.), a promoter of the Company, is a wholly-owned subsidiary of SE. Accordingly, SE is a member of the promoter group of the Company in terms of Regulation 2(1)(pp) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

Siemens Energy Global GmbH & Co. KG, SE AC CA SH ROW, Otto-Hahn-Ring 6, 81739 Munich, Germany

Siemens Limited
Birla Aurora, Level 21, Plot No. 1080,
Dr. Annie Besant Road, Worli,
Mumbai – 400030, India

Name	Thorsten Schwarz
Department	SE AC CA SH ROW
Telephone	+49 (174) 1599552
Mobile	+49 (174) 1599552
E-Mail	thorsten.schwarz@siemens-energy.com
Date	31.07.2023

Disclosure pursuant to the Regulation 30A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) read with SEBI’s circular dated 13 July 2023 (bearing no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123) (“Circular”)

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Siemens Energy Global GmbH & Co. KG


Thorsten Schwarz
Authorized Representative


Oliver Roosen
Authorized Representative

Siemens Energy Global GmbH & Co. KG

Otto-Hahn-Ring 6
81739 Munich
Germany

Tel.: +49 (89) 7805 0
siemens-energy.com

Registered office: Munich, Germany; Commercial registry: Munich, HRA 111200;
Personally liable partner: Siemens Energy Management GmbH;
Chairman of the Supervisory Board: Joe Kaeser;
Executive Board: Christian Bruch, President and Chief Executive Officer; Karim Amin, Maria Ferraro, Tim Oliver Holt,
Anne-Laure Parrical de Chammard, Vinod Philip;
Registered office: Munich, Germany; Commercial registry: Munich, HRB 241345
SCF V12

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31 July 2023

To
Siemens Limited
Birla Aurora, Level 21, Plot No. 1080,
Dr. Annie Besant Road, Worli,
Mumbai – 400030, India

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For Siemens International Holding B.V.



I.A. Hus-Morawska
Managing Director



E. Podkopova
General Proxy Holder

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1)	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	Not applicable.

Notes:

- (1) SAG continues to be disclosed as a promoter of the Company although it ceased to directly hold shares in the Company since 23 June 2020. Subsidiaries of SAG collectively hold 51% of the total share capital of the Company.
- (2) Siemens Energy Holding B.V. (formerly known as Siemens Gas and Power Holding B.V.), a promoter of the Company, is a wholly-owned subsidiary of SE. Accordingly, SE is a member of the promoter group of the Company in terms of Regulation 2(1)(pp) of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.