# SIEMENS

**Siemens Limited**
**130, Pandurang Budhkar Marg,**
**Worli, Mumbai – 400 018**

## Court Convened Meeting of the Equity Shareholders of Siemens Limited

**DAY** : **Wednesday**

**DATE** : **11th April, 2012**

**TIME** : **10.30 a.m.**

**VENUE** : **Indian Merchants' Chamber, Walchand Hirachand Hall, 4th Floor, Indian Merchants' Chamber Marg, Mumbai - 400 020**

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## IN THE HIGH COURT OF JUDICATURE AT BOMBAY

## ORDINARY ORIGINAL CIVIL JURISDICTION

## COMPANY SUMMONS FOR DIRECTION NO. 165 OF 2012

In the matter of the Companies Act, 1956

And

In the matter of Sections 391 to 394 of the said Act

And

In the matter of Siemens Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 130, Pandurang Budhkar Marg, Worli, Mumbai - 400 018 in the State of Maharashtra.

And

In the matter of a Scheme of Amalgamation of Siemens Power Engineering Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Plot No-78, Sector 18, JIL Building, Tower-B, Gurgaon-122 015 in the State of Haryana.

With

Siemens Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 130, Pandurang Budhkar Marg, Worli, Mumbai - 400 018 in the State of Maharashtra

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..... APPLICANT

## NOTICE CONVENING THE MEETING OF EQUITY SHAREHOLDERS OF SIEMENS LIMITED, THE APPLICANT COMPANY

To

The Equity Shareholders of **Siemens Limited ("Applicant Company")**

**TAKE NOTICE** that by an Order made on 9th March, 2012, in the above Company Summons for Direction, the Hon'ble High Court of Judicature at Bombay has directed that a meeting of the Equity Shareholders of Siemens Limited, the Applicant Company, be convened and held at Indian Merchants' Chamber, Walchand Hirachand Hall, 4th Floor, Indian Merchants' Chamber Marg, Mumbai - 400 020 on Wednesday, 11th April, 2012 at 10.30 a.m., for the purpose of considering and, if thought fit, approving with or without modification(s), the proposed arrangement embodied in

the Scheme of Amalgamation (hereinafter referred to as Scheme) of Siemens Power Engineering Private Limited with Siemens Limited and their Respective Shareholders.

**TAKE FURTHER NOTICE** that in pursuance of the said Order and as directed therein, a meeting of the Equity Shareholders of Siemens Limited, the Applicant Company will be convened and held at Indian Merchants' Chamber, Walchand Hirachand Hall, 4th Floor, Indian Merchants' Chamber Marg, Mumbai - 400 020 on Wednesday, 11th April, 2012 at 10.30 a.m., at which place, day, date and time you are requested to attend.

**TAKE FURTHER NOTICE** that you may attend and vote at the said meeting in person or by proxy provided that a proxy in the prescribed form, duly signed by you or your authorised representative, is deposited at the registered office of the Applicant Company at 130, Pandurang Budhkar Marg, Worli, Mumbai - 400 018, not later than 48 (forty eight) hours before the said meeting.

The Hon'ble High Court of Judicature at Bombay has appointed Mr. Deepak S. Parekh, Chairman of the Applicant Company failing whom Mr. D. C. Shroff, Director of the Applicant Company failing whom Dr. Armin Bruck, Managing Director of the Applicant Company failing whom Mr. Sunil Mathur, Executive Director of the Applicant Company, to be the Chairman of the said meeting.

A copy of the Statement under Section 393 of the Companies Act, 1956, Scheme of Amalgamation, Form of Proxy and Attendance Slip are enclosed.

Dated this 9th day of March, 2012.

**(Deepak S. Parekh)**
Chairman appointed for the meeting

**Registered Office:**
130, Pandurang Budhkar Marg,
Worli, Mumbai - 400 018

**Notes:**

1. All alterations made in the Form of Proxy should be initialled.
2. Only registered Equity Shareholders of the Applicant Company may attend and vote (either in person or proxy or by the Authorised Representative under Section 187 of the Companies Act, 1956) at the Equity Shareholders' meeting. The representative of a body corporate which is a registered Equity Shareholder of the Applicant Company may attend and vote at the Equity Shareholders meeting provided a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate is deposited at the registered office of the Applicant Company not later than 48 (forty eight hours) before the meeting authorising such representative to attend and vote at the Equity Shareholders meeting.

Enclosed: as above

## IN THE HIGH COURT OF JUDICATURE AT BOMBAY

## ORDINARY ORIGINAL CIVIL JURISDICTION

## COMPANY SUMMONS FOR DIRECTION NO. 165 OF 2012

In the matter of the Companies Act, 1956

And

In the matter of Sections 391 to 394 of the said Act

And

In the matter of Siemens Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 130, Pandurang Budhkar Marg, Worli, Mumbai - 400 018 in the State of Maharashtra.

And

In the matter of a Scheme of Amalgamation of Siemens Power Engineering Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Plot No-78, Sector 18, JIL Building, Tower-B, Gurgaon-122 015 in the State of Haryana.

With

Siemens Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 130, Pandurang Budhkar Marg, Worli, Mumbai - 400 018 in the State of Maharashtra

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..... APPLICANT

## EXPLANATORY STATEMENT UNDER SECTION 393 OF THE COMPANIES ACT, 1956

The Accompanying Notice has been sent for convening a meeting of the Equity Shareholders of the Siemens Limited (the **"Applicant Company"**) for the purpose of considering and if thought fit, approving with or without modifications, the proposed scheme of Amalgamation between Siemens Power Engineering Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Plot No-78, Sector 18, JIL Building, Tower-B, Gurgaon-122 015 in the State of Haryana, and Siemens Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 130, Pandurang Budhkar Marg, Worli, Mumbai 400 018 in the State of Maharashtra, and their Respective Shareholders.

1. Pursuant to an Order dated 9th day of March, 2012 passed by the Hon'ble High Court of Judicature at Bombay in the Company Summons for Direction referred to hereinabove, a meeting of the **Equity Shareholders** of **Siemens Limited** – the Applicant Company is being convened at Indian Merchants' Chamber, Walchand Hirachand Hall,

4th Floor, Indian Merchants' Chamber Marg, Mumbai - 400 020 on Wednesday, 11th April, 2012 at 10.30 a.m., for the purpose of considering and if thought fit, approving with or without modification(s), the arrangement embodied in the Scheme of Amalgamation of Siemens Power Engineering Private Limited with Siemens Limited, the Applicant Company and their Respective Shareholders (**"Scheme"**).

2. The Scheme envisages amalgamation of Siemens Power Engineering Private Limited into Siemens Limited pursuant to Sections 391 to 394 and other applicable provisions of the Companies Act, 1956. A copy of the Scheme setting out in detail the terms and conditions of the amalgamation of Siemens Power Engineering Private Limited into Siemens Limited which has been approved by the Board of Directors of the Applicant Company at its meeting held on 31st day of January, 2012 is attached to this explanatory statement.

3. In this explanatory statement, Siemens Power Engineering Private Limited is hereinafter referred to as the Transferor Company and Siemens Limited is hereinafter referred to as the Transferee Company or the Applicant Company. The other definitions contained in the Scheme shall apply to this explanatory statement also.

4. The Transferee Company was incorporated under the Act on 2nd March, 1957 initially as a private limited company under the name Siemens Engineering & Manufacturing Co. of India Private Limited by the Registrar of Companies, Maharashtra, vide Certificate of Incorporation No. 10839 of 1956-57. Subsequently, the Transferee Company was converted into public limited company. The name of the Transferee Company was then changed from Siemens Engineering & Manufacturing Co. of India Limited to Siemens India Limited on 23rd October, 1967 and thereafter to the present name on 31st March, 1987.

5. The Transferee Company has its registered office at 130, Pandurang Budhkar Marg, Worli, Mumbai 400 018 in the State of Maharashtra.

6. The main objects for which the Transferee Company has been established are set out in its Memorandum of Association. The main objects specified in the Memorandum of Association, *inter alia*, are set out hereunder:

   (i) To carry on business as electrical engineers, electro-technical manufacturers, motor engineers, mechanical engineers, marine engineers, civil engineers, technical consultants, contractors and suppliers.

   (ii) To carry on business as manufacturers of, and dealers in boilers, turbines, engines, accumulators, cables, telegraphic and broadcasting and television apparatus, equipment and fittings of all kinds: and of and in transmitting and receiving sets, apparatus and fittings.

   (iii) To carry on business as manufacturers and repairers of, and dealers in diesel engines, dynamos, motors, armatures, magnetos, batteries, insulators, transformers, converters, switchboards, stoves, cookers, lamps, reflectors, fans, bells, fires, furnaces, irons, glass, pottery, rubber, insulating materials, and generally electric plant, machinery, appliances and supplies of every description, railway locomotives, carriages, wagons and running stock, tram cars, motor omnibuses, motor cars and accessories, motor cycles, cycles, aeroplanes, sea-planes and air vehicles or apparatus.

   (iv) To carry on business as manufacturers, importers and repairers, of and dealers in machinery for the manufacture of textiles, plastic goods, glass, soap, paper, cement, engineering and workshop tools, machine tools, internal combustion engines, diesel and other locomotives, broadcasting apparatus, transmitters, excavators, chemical, pharmaceutical, optical and scientific machinery and apparatus of all kinds, and wood working, metal working, filtering, building, mineral, water producing, wet and dry ice making, earth working and printing machinery of all kinds, cranes, pumps, compressors, oil expellers, rice and flour mills, hullers, turbines, meters for water, gas, electricity, etc., and generally machinery of all kinds whether expressed in this Memorandum or not.

   (v) To invent, develop, manufacture, buy, sell, and deal, both in wholesale and in retail, in chemical and biological test systems in the forms of liquids, tablets, reagent impregnated strips or instruments and

in any other form or manner whatsoever which may be necessary, useful or convenient, and any other technique or method whatsoever for the development and manufacture of chemical and biological test systems which provide information about any or all of the body fluids and constituents such as blood, faeces, mucus, saliva, spittle, sputum, urine, etc., for the purpose of detecting the absence or presence therein of an determining the quality, quantity and proportion of any constituents in body fluids including but not limited to pH, proteins, sugars, ketone, blood, bilirubin, urobilinogen, chorionic gonodotrophin, blood sugar, blood urea, nitrogen and any other substances the absence or presence or deficiency or excess of which in the body fluids affects the health, strength, normalcy or wellbeing of a human being and animals.

7. The share capital of the Transferee Company as on 31st December, 2011 was as under:

| PARTICULARS | AMOUNT (IN ₹) |
|---|---|
| **Authorised Share Capital** | |
| 1,000,000,000 Equity Shares of Rs. 2 each | 2,000,000,000 |
| **Issued Share Capital** | |
| 341,159,165 Equity Shares of Rs. 2 each | 682,318,330 |
| **Subscribed & paid-up share capital** | |
| 340,294,900 Equity Shares of Rs. 2 each fully paid up | 680,589,800 |

8. The equity shares of the Transferee Company are listed on Bombay Stock Exchange Limited and National Stock Exchange of India Limited.

9. The Transferor Company was incorporated under the Act on 25th May, 1998 as a private limited company by the Registrar of Companies, National Capital Territory of Delhi and Haryana, vide Certificate of Incorporation No. 05-33948 of 1998-99. It is presently engaged in providing technical services relating mainly to power plant business. The Transferor Company is registered as an Export Oriented Unit with the Government Authority NSEZ, Noida.

10. The registered office of the Transferor Company is situated at Plot No-78, Sector 18, JIL Building, Tower-B, Gurgaon-122 015 in the State of Haryana.

11. The main objects for which the Transferor Company has been established are set out in its Memorandum of Association. The main objects specified in the Memorandum of Association are set out hereunder:

    (i) To design, develop, draw, make, purchase, sell, export, import or otherwise deal in drawings and designs for planning and setting up of power plants worldwide, by using standard and specifically customized software to create aforementioned drawings and designs, the result being project related software and provide all other related services for the same, including:

        (a) development of plant layout, piping layout, cableways layout and preparation of drawings of civil engineering; and

        (b) carrying out the interdisciplinary planning in respect of the above, using highly advanced computer technology in order to meet the requirements of the market with regard to quality and time.

    (ii) To undertake works of providing services for project management, preparation of specifications, carrying on of negotiations with suppliers, onsite management, onsite engineering and logistic support related to setting up of power plants.

(iii) To undertake for customers outside India, Bhutan and Srilanka tasks/works for marketing, selling, executing and servicing complete EPC (Engineering, Procurement & Construction) projects for power generation of all types and sizes. This includes preparation of offers to third parties, preparing documents and specifications, negotiations with customers, suppliers and other external parties, project management, design, engineering, procurement of goods and services, onsite management, onsite engineering, erection, installation, commissioning, repairing and all types/modes of business administration and logistics. The Company may thereby buy, sell, manufacture, produce, prepare, supply, transport, repair, alter, exchange, hire, let on hire, import, export, dispose off & deal in all kinds of documents, materials, products, articles and things (whether specified in this Memorandum or not) which may be required for the purpose of carrying out EPC business on turnkey basis with full profit and loss responsibility, or any part thereof outside India, Bhutan and Srilanka."

12. The share capital of the Transferor Company as on 31st December, 2011 was as under:

| PARTICULARS | AMOUNT (IN ₹) |
|---|---|
| **Authorised Share Capital** | |
| 7,500,000 Equity Shares of Rs. 10 each | 75,000,000 |
| **Issued, Subscribed & paid-up share capital** | |
| 7,500,000 Equity Shares of Rs. 10 each fully paid up | 75,000,000 |

13. The purpose of the Scheme and some of the major benefits which will accrue therefrom are, inter alia, as follows:

(i) Recognizing the strengths of each other and with the end and intent of aligning the business operations undertaken by the Transferor Company and the Transferee Company, the said companies have proposed to amalgamate the Transferor Company into and with the Transferee Company in accordance with the terms of the Scheme.

(ii) In the circumstances and in the business interests of the Transferor Company and the Transferee Company and synergistic linkages that exist between them, it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company.

(iii) The amalgamation will enable appropriate consolidation of the activities of the Transferor Company and the Transferee Company with pooling and more efficient utilisation of their resources, greater economies of scale, reduction in overheads and other expenses and improvement in various operating parameters. The same will result, inter alia, from advantages of integration of the operations of the said companies, including better resource management and reduction of working capital requirements which will be facilitated by the amalgamation. The amalgamation will enable the business of the merged Transferee Company to be carried on more conveniently and advantageously. The Scheme is proposed accordingly and will have beneficial results for the said companies, their shareholders, employees and all concerned.

14. The Board of Directors of the Applicant Company and the Transferor Company has at their respective meetings held on 31st January, 2012, by resolutions passed, approved the said Scheme of Amalgamation.

15. The share exchange ratio has been determined based on the recommendations of M/s. Grant Thornton who were appointed as valuers for determining the share exchange ratio of the shares for the purpose of the proposed

Scheme. The Applicant Company has obtained a "fairness opinion" from ICICI Securities Limited, an independent merchant banker on valuation of assets / shares done by the aforesaid valuer for the Applicant Company and the Transferor Company. The valuer has arrived at the Share Exchange Ratio after using several commonly used and accepted methods for determining the fair value.

16. The Board of Directors of the Transferor Company and the Transferee Company, based on and relying upon the aforesaid expert advice/recommendation, and on the basis of their independent evaluation and judgment, have come to the conclusion that the proposed Share Exchange Ratio is fair and reasonable and have approved the same at their respective meetings on 31st January, 2012.

17. It is therefore proposed to amalgamate the Transferor Company with the Applicant Company by transfer and vesting of the undertaking and entire business of the Transferor Company as a going concern to and in the Transferee Company being the Applicant Company by way of a Scheme of Amalgamation under Sections 391 to 394 of the Companies Act, 1956.

18. The Scheme is not prejudicial to the interests of the creditors of the Applicant Company.

19. The salient features of the Scheme of Amalgamation, including effect of some of the incidental and consequential provisions thereof, are as follows:

    (a) The Scheme shall be operative from the Appointed Date, i.e. the 1st day of October, 2011.

    (b) The Scheme is conditional upon and subject to requisite approvals and sanctions being accorded thereto and orders being passed and the certified copies of the orders being filed with the Registrar of Companies, National Capital Territory of Delhi and Haryana and the Registrar of Companies, Maharashtra, Mumbai respectively for bringing the same into effect under Section 391(2) read with Section 394 of the Companies Act, 1956.

    (c) With effect from the Appointed Date, the entire Undertaking of the Transferor Company, including all assets, rights, licences including the Export Oriented Unit registration and powers as well as all debts, outstandings, liabilities, duties and obligations of the Transferor Company shall be transferred to the Transferee Company in the manner and subject to existing charges and modalities for transfer and vesting provided in the Scheme.

    (d) All permanent employees of the Transferor Company as on the date the scheme becomes effective, shall be deemed to have become the employees of the Transferee Company with effect from the Appointed Date and shall be transferred to the Transferee Company without any interruption of Service and on terms and conditions no less favourable than those on which they are engaged by the Transferor Company as on the date on which the scheme becomes effective.

    (e) All proceedings pending by or against the Transferor Company on the Effective Date, all contracts, obligations, actions, rights and claims by or against the Transferor Company will be transferred to the Transferee Company and will be enforceable by or against the Transferee Company.

    (f) Upon the coming into effect of the Scheme, and in consideration of the transfer of the Undertaking of the Transferor Company to the Transferee Company in terms of the Scheme, the Transferee Company shall, subject to the provisions of the Scheme and without any further application, act or deed, allot and issue 6 (Six) Equity Shares of the Face Value of Rs. 2 (Rupees Two) each of the Transferee Company with rights attached thereto as mentioned in the Scheme credited as fully paid-up in the capital of the Transferee Company to those shareholders of the Transferor Company, whose names are recorded in the Register of Members (the **"Shareholders"**) on the Record Date or his /her/its legal heirs, executors or administrators

or, as the case may be, successors, for every 13 (Thirteen) Equity Shares of Rs.10 (Rupees Ten) each, held by the Shareholders or his /her/ its legal heirs, executors or administrators or, as the case may be, successors in the Transferor Company .

(g) With effect from the Appointed Date and up to the Effective Date:

(i) The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and been in possession of and shall hold and be in possession of all the Undertaking of the Transferor Company for and on account of and in trust for the Transferee Company.

(ii) All the profits or incomes accruing or arising to the Transferor Company, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Company, shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses of the Transferee Company, as the case may be, including for the purpose of taxation.

(iii) All taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of its business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

(iv) The Transferor Company shall preserve and carry on its business and activities with reasonable diligence and business prudence and shall not, without the prior consent in writing of any of the persons authorised by the Board of Directors of the Transferee Company, undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure, issue any additional guarantees, indemnities, letters of comfort or commitments or sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with its fixed assets or any part thereof, except in the ordinary course of business, or pursuant to any pre-existing obligation(s) undertaken by the Transferor Company.

(v) The Transferor Company and/ or the Transferee Company, as the case may be, shall not, without the prior consent in writing of any of persons authorised by the Board of Directors of the Transferor Company or the Transferee Company, as the case may be, make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner which may, in any way, affect the Share Exchange Ratio. The aforesaid restrictions shall not apply to the changes in the capital structure of the Transferee Company for which Transferee Company has already initiated the proceedings and such information is in public domain.

(vi) The Transferor Company shall not, without the prior consent in writing of any of persons authorised by the Board of Directors of the Transferee Company, undertake (i) any material decision in relation to it's business and affairs and operations (ii) any agreement or transaction (other than an agreement or transaction in the ordinary course of business) (iii) any new business, or discontinue any existing business or change the installed capacity of facilities.

(vii) The Transferor Company shall not vary the terms and conditions of employment of any of its employees, except in the ordinary course of business or without the prior consent of the Board of

Directors of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company prior to the Appointed Date.

(viii) The Transferee Company shall be entitled to depute its employees and/or representatives to the office(s)/factory site(s) of the Transferor Company to ensure compliance with the above provisions.

(h) Equity Shares of the Transferee Company allotted and issued pursuant to the Scheme shall be listed and/or admitted to trading on the relevant Stock Exchanges, where the Equity Shares of the Transferee Company are listed and/or admitted to trading.

(i) The Equity Shares of the Transferee Company to be allotted and issued to the Shareholders of the Transferor Company shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank pari-passu in all respects with the Equity Shares of the Transferee Company after the Effective Date including in respect of dividend, if any, that may be declared by the Transferee Company on or after the Effective Date.

(j) Dividends (interim and/or final) in respect of the period commencing from the Appointed Date until the Effective Date may be declared or paid by the Transferor Company with the prior consent of the Transferee Company.

20. The Scheme is conditional upon and subject to:

(i) the sanction or approval of all persons or authorities concerned being obtained and granted in respect of any of the matters provided for or relating to the Scheme for which such sanction or approval is required;

(ii) the approval of and agreement to the Scheme by the requisite majorities in number and value of such classes of persons of the Transferor Company and the Transferee Company as may be directed by the High Court, on the applications made for directions under Section 391 of the Act for calling meetings and necessary resolutions being passed under the Act for the purpose;

(iii) the sanction of the Scheme by the High Courts, under Sections 391 and 394 of the Act and necessary Order or Orders under Section 394 of the Act being obtained;

(iv) the certified copies of the Orders of the High Courts sanctioning this Scheme being filed with the Registrar of Companies, National Capital Territory of Delhi and Haryana and the Registrar of Companies, Maharashtra, Mumbai respectively;

(v) the approval of the Reserve Bank of India, if and to the extent required, being obtained under the provisions of the Foreign Exchange Management Act, 1999, and approvals of other concerned authorities, for the allotment and issue of equity shares in the Transferee Company to the non-resident Shareholders of the Transferor Company in accordance with the provisions of the Scheme;

(vi) the approval of the CCI as may be required under the Competition Act, 2002 and any rules, regulations made therein;

(vii) All other sanctions and approvals as may be required by law in respect of this Scheme being obtained; and

(viii) upon fulfillment of all other conditions set out in Clauses 18.1.1 to 18.1.7, the promoters of the Transferee Company having divested such number of equity shares prior to the Record Date to ensure that the minimum public shareholding threshold prescribed under the Listing Agreement is maintained following the issuance of shares in accordance with Clause 11.1 of this Scheme.

**You are requested to read the entire text of the Scheme to get fully acquainted with the provisions thereof. The aforesaid are only the salient features thereof.**

21. The Applicant Company has received no objection letters from Bombay Stock Exchange Limited and National Stock Exchange of India Limited dated 15th February, 2012 and 9th February, 2012 respectively for filing the Scheme with the Hon'ble High Court of Judicature at Bombay.

22. No investigation proceedings have been instituted or are pending under Sections 235 to 250A of the Companies Act, 1956, against the Applicant Company or against the Transferor Company.

23. On the Scheme being approved as per the requirements of Sections 391 to 394 of the Companies Act, 1956, the Transferor Company and the Applicant Company will seek the sanction of the Hon'ble High Court of Punjab & Haryana at Chandigarh and the Hon'ble High Court of Judicature at Bombay respectively to the Scheme. Upon the coming into effect of the Scheme, the Transferor Company shall stand dissolved, without winding up .

24. The directors of the Applicant Company and the Transferor Company may be deemed to be concerned and/or interested in the Scheme only to the extent of their shareholding in the respective companies, or to the extent the said directors are common directors in the companies, or to the extent the said directors are the partners, directors, members of the companies, firms, association of persons, bodies corporate and/or beneficiary of trust that hold shares in any of the companies or to the extent they may be allotted shares in the Transferee Company as a result of the Scheme.

25. The Transferor Company and Transferee Company do not have any common Director on their Board.

26. None of the Directors of the Transferee Company and /or the Transferor Company have any material interest in the Scheme.

27. The details of the present Directors of the Transferor Company, and their shareholding in the Transferor Company and Applicant Company either singly or jointly or as nominee as on 31st January, 2012 are as follows:

| **Names of Directors** | **Equity Shares of Rs. 10 each in the Transferor Company** | **Equity Shares of Rs. 2 each in the Transferee Company** |
|---|---|---|
| Dr. Martin Pfund | Nil | Nil |
| Mr. Rajiv Sachdeva | Nil | Nil |
| Mr. Dominik J. V. Hofmann | Nil | Nil |
| Dr. Rochus Bergmann | Nil | Nil |
| Mr. Werner Schneider | Nil | Nil |

28. The details of the present Directors of the Transferee Company, and their shareholding in the Transferee Company and Transferor Company either singly or jointly or as nominee as on 31st January, 2012 are as follows:

| **Names of Directors** | **Equity Shares of Rs. 10 each in the Transferor Company** | **Equity Shares of Rs. 2 each in the Transferee Company** |
|---|---|---|
| Mr. Deepak S. Parekh | Nil | 9,000 |
| Mr. D. C. Shroff | Nil | 9,000 |
| Mr. Y. H. Malegam | Nil | 6,250 |

| Names of Directors | Equity Shares of Rs. 10 each in the Transferor Company | Equity Shares of Rs. 2 each in the Transferee Company |
|---|---|---|
| Mr. N. J. Jhaveri | Nil | 5,000 |
| Mr. K. Dadiseth | Nil | Nil |
| Mr. Pradip V. Nayak | Nil | Nil |
| Dr. Armin Bruck | Nil | Nil |
| Mr. Sunil D. Mathur | Nil | Nil |
| Dr. Roland Busch | Nil | Nil |
| Mr. Stephan Schneider | Nil | Nil |
| Mr. Joe Kaeser | Nil | Nil |
| Dr. Otmar Schmitt | Nil | Nil |

29. The pre and post amalgamation capital structure of the Transferee Company is and will be as follows:

| PARTICULARS | PRE AMALGAMATION (Rupees Crores) | POST AMALGAMATION (Rupees Crores) |
|---|---|---|
| Authorised Share Capital | 200 | 200 |
| Issued Share Capital | 68.23 | 68.92 |
| Subscribed & Paid-Up Share Capital | 68.05 | 68.75 |

30. The pre-amalgamation shareholding pattern of the Transferor Company as on 31st January, 2012 is as under:

| Category | Equity Shares of Rs. 10 each | % |
|---|---|---|
| Promoters Holding | 7,500,000 | 100.00 |
| Promoter and Promoter Group | - | - |
| Mutual Funds | - | - |
| Financial Institutions / Banks | - | - |
| Insurance Companies | - | - |
| Foreign Institutional Investors | - | - |
| Bodies Corporate | - | - |
| Individuals | - | - |
| NRIs / OCBs | - | - |
| **Grand Total** | 7,500,000 | 100.00 |

31. The pre and post amalgamation (expected) shareholding pattern of the Applicant Company as on 31st January, 2012 is as under:

**Pre-Post Amalgamation Shareholding Pattern**

| Category | Equity Shares of Rs. 2 each | % | Equity Shares of Rs. 2 each | % |
|---|---|---|---|---|
| Promoter and Promoter Group | 255,221,175 | 75.00 | 257,817,329 | 75.00 |
| Director & their Relatives | 29,250 | 0.01 | 29,250 | 0.01 |
| Mutual Funds | 8,378,186 | 2.46 | 8,378,186 | 2.44 |
| Financial Institutions / Banks | 225,292 | 0.07 | 225,292 | 0.07 |
| Insurance Companies | 20,265,480 | 5.96 | 20,265,480 | 5.90 |
| Foreign Institutional Investors | 10,577,562 | 3.11 | 10,577,562 | 3.08 |
| Bodies Corporate | 5,340,477 | 1.57 | 5,340,477 | 1.55 |
| Individuals | 38,880,653 | 11.41 | 39,746,037 | 11.55 |
| Government Companies | 1,750 | 0.00 | 1,750 | 0.00 |
| NRIs / OCBs | 1,106,554 | 0.33 | 1,106,554 | 0.32 |
| Clearing Members | 229,159 | 0.07 | 229,159 | 0.07 |
| Trust | 39,362 | 0.01 | 39,362 | 0.01 |
| Shares held against ADRs / GDRs | - | - | - | - |
| **Grand Total** | 340,294,900 | 100.00 | 343,756,438 | 100.00 |

32. An Equity Shareholder entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him, and such proxy need not be a member of the Applicant Company. The instrument appointing the proxy should however be deposited at the registered office of the Applicant Company at least 48 (forty eight) hours prior to the commencement of the meeting.

33. Only registered Equity Shareholders of the Applicant Company may attend and vote (either in person or proxy or by the Authorised Representative under Section 187 of the Companies Act, 1956) at the Equity Shareholders meeting. The representative of a body corporate which is a registered Equity Shareholder of the Applicant Company may attend and vote at the equity shareholders meeting provided a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate is deposited at the registered office of the Applicant Company not later than 48 (forty eight) hours before the meeting authorising such representative to attend and vote at the Equity Shareholders meeting.

34. The following documents will be open for inspection by the Equity Shareholders of the Applicant Company up to one day prior to the date of the Equity Shareholders meeting at its Registered Office between 10.00 a.m. to 12 noon on all working days, except Saturdays and Sundays:

    (i) Certified copy of the Order of the Hon'ble High Court of Judicature at Bombay in the Company Summons for Direction No. 165 of 2012 directing convening of the meeting;

    (ii) Copy of the Company Summons for Direction No. 165 of 2012 and the affidavit in support thereof;

(iii) Memorandum and Articles of Association of the Applicant Company and the Transferor Company;

(iv) Annual Reports of the Applicant Company and the Transferor Company for the period ended 30th September, 2011;

(v) Copies of the no objection letters dated 15th February, 2012 and 9th February, 2012 received respectively from Bombay Stock Exchange Limited and National Stock Exchange of India Limited;

(vi) Copy of the valuation report dated 30th January, 2012 issued by M/s Grant Thornton; and

(vii) Copy of the Fairness Opinion dated 30th January, 2012 issued by ICICI Securities Ltd.

35. This statement may be treated as the statement under Section 173 and also Section 393 of the Companies Act, 1956. A copy of the Scheme and this statement may also be obtained by the Equity Shareholders of the Applicant Company from the registered office of the Applicant Company during ordinary business hours on all working days, except Saturdays and Sundays.

Dated this 9th day of March, 2012.

**(Deepak S. Parekh)**
Chairman appointed for the meeting

**Registered Office:**
130, Pandurang Budhkar Marg,
Worli, Mumbai - 400 018

Note : All alterations made in the form of proxy should be initiated.

# SCHEME OF AMALGAMATION
# (UNDER SECTIONS 391 TO 394 OF THE COMPANIES ACT, 1956)

## OF

## SIEMENS POWER ENGINEERING PRIVATE LIMITED
## (Transferor Company)

## WITH

## SIEMENS LTD.
## (Transferee Company)

**1. PREAMBLE**

This Scheme of Amalgamation provides for the amalgamation of Siemens Power Engineering Private Limited with Siemens Limited pursuant to the provisions of Sections 391 to 394 and other relevant provisions of the Companies Act, 1956. This Scheme also provides for various other matters consequential or otherwise integrally connected herewith.

**2. DEFINITIONS**

In this Scheme, unless repugnant to or inconsistent with the subject or context thereof, the following expressions shall have the following meanings:

(i) "**Act**" means the Companies Act, 1956 and includes any statutory re-enactment or amendment(s) thereto, from time to time;

(ii) "**Appointed Date**" means 1st October, 2011;

(iii) "**Board of Directors**" or "**Board**" means the board of directors of the Transferor Company or the Transferee Company, as the case may be, and shall include a duly constituted committee thereof;

(iv) **"CCI"** shall mean the Competition Commission of India established under the Competition Act, 2002;

(v) "**Effective Date**" shall have the meaning ascribed to it in Clause 18.2 hereof. Any references in this Scheme to the date of "**coming into effect of this Scheme**" or "**effectiveness of this Scheme**" or "**Scheme taking effect**" shall mean the Effective Date;

(vi) "**Governmental Authority**" means any applicable Central, State or local Government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction;

(vii) **"High Court"** means the High Court of Punjab & Haryana having jurisdiction in relation to the Transferor Company and the High Court of Judicature at Bombay having jurisdiction in relation to the Transferee Company, as the context may admit and shall, if applicable, include the Tribunal, and "**High Courts**" shall mean both of them, as the context may require;

(viii) "**Record Date**" means a date to be fixed by the Board of Directors of the Transferee Company after the Effective Date for determining names of the shareholders of the Transferor Company, who shall be entitled to receive equity shares of the Transferee Company in terms of Clause 11 of the Scheme;

(ix) "**Scheme**" means the Scheme of Amalgamation of the Transferor Company with the Transferee Company, as contained herein, or as sanctioned by the High Court or the CCI, with alterations/ modifications, if any;

(x) "**Tribunal**" means the National Company Law Tribunal.

(xi) **"Transferor Company"** shall mean Siemens Power Engineering Private Limited.

(xii) **"Transferee Company"** shall mean Siemens Ltd.

(xiii) **"Undertaking of the Transferor Company"** shall mean the entire business and the whole of the undertaking of the Transferor Company as a going concern, all its assets, rights, licenses and powers, and all its debts, outstandings, liabilities, duties and obligations as on the Effective Date including, but not in any way limited to, the following:

| | |
|---|---|
| A | All the assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent) of the Transferor Company, including, without being limited to, plant and machinery, equipment, buildings and structures, offices, residential and other premises, capital work in progress, sundry debtors, furniture, fixtures, office equipment, appliances, accessories, power lines, depots, deposits, all stocks, stocks of fuel, assets, investments of all kinds (including shares, scrips, stocks, bonds, debenture stocks, units or pass through certificates), cash balances or deposits with banks, loans, advances, contingent rights or benefits, book debts, receivables, actionable claims, earnest moneys, advances or deposits paid by the Transferor Company, financial assets, leases (including lease rights), hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies in relation to the office and/ or residential properties for the employees or other persons**,** guest houses, godowns, warehouses, licenses, fixed and other assets, trade and service names and marks, patents, copyrights, and other intellectual property rights of any nature whatsoever, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including sales tax deferrals, title, interests, other benefits (including tax benefits), easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the Transferor Company or in connection with or relating to the Transferor Company and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company, whether in India or abroad. |

| | |
|---|---|
| B | All agreements, rights, contracts, entitlements, licenses, permits, permissions, incentives, approvals, registrations, tax deferrals and benefits, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, special status and other benefits or privileges and claims as to any patents, trade marks, designs, quota rights, engagements, arrangements, authorities, allotments, security arrangements (to the extent provided herein), benefits of any guarantees, reversions, powers and all other approvals of every kind, nature and description whatsoever relating to the Transferor Company's business activities and operations. |
| C | Entitlements, including tenancy rights, held by the Transferor Company or which may accrue or become due to it as on the Appointed Date or may become so due or entitled to thereafter. |
| D | All intellectual property rights, records, files, papers, computer programmes, manuals, data, catalogues, sales material, lists of customers and suppliers, other customer information and all other records and documents relating to the Transferor Company's business activities and operations. |
| E | Amounts claimed by the Transferor Company whether or not so recorded in the books of account of the Transferor Company from any Governmental Authority, under any law, act or rule in force, as refund of any tax, duty, cess or of any excess payment. |
| F | Right to any claim not preferred or made by the Transferor Company in respect of any refund of tax, duty, cess or other charge, including any erroneous or excess payment thereof made by the Transferor Companies and any interest thereon, with regard to any law, act or rule or Scheme made by the Governmental Authority, and in respect of set-off, carry forward of un-absorbed losses, deferred revenue expenditure, deduction, exemption, rebate, allowance, amortization benefit, deferment of sales tax, etc. under the Income-tax Act, 1961, and the Cenvat / Modvat credit balances under the Central Excise Act, 1944, or any other or like benefits under the said acts or under and in accordance with any law or act. |
| G | All debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of the Transferor Company and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilised. Provided that, any reference in the security documents or arrangements entered into by the Transferor Company and under which, the assets of the Transferor Company stand offered as a security, for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to that Undertaking of the Transferor Company only as are vested in the Transferee Company by virtue of the Scheme and the Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation and the Transferee Company shall not be obliged to create any further or additional security therefor after the amalgamation has become effective. |
| H | All other obligations of whatsoever kind, including liabilities in respect of the employees of the Transferor Companies with regard to the payment of gratuity, pension benefits and the provident fund or compensation, if any, in the event of voluntary retirement or retrenchment. |

The expressions which are used in this Scheme and not defined in this Scheme shall, unless repugnant or contrary to the context or meaning hereof, have the same meanings ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be, including any statutory modification or re-enactment thereof, from time to time.

## 3. GENERAL

(a) Description of the Companies

(i) Siemens Power Engineering Private Limited (**"Transferor Company"**) is a private limited company incorporated on 25th May, 1998 under the Act. The Transferor Company has its registered office at Plot No-78, Sector-18, JIL Building, Tower - B, Gurgaon -122 015, (Haryana). It is presently engaged in providing technical services relating mainly to power plant business. The Transferor Company is registered as an Export Oriented Unit with the Government Authority NSEZ, Noida, which pursuant to the terms and conditions of this Scheme will continue within the Transferee Company.

(ii) Siemens Limited ("**Transferee Company**") is a public listed limited company incorporated on 2nd March, 1957 under the Act and having its registered office at 130, Pandurang Budhkar Marg, Worli, Mumbai 400018, Maharashtra. It is presently engaged in the business of providing automation products and systems; manufacturers of electro-technical equipments, medical equipments and machineries, undertaking turnkey projects in the industrial and infrastructure sectors; providing automation solutions for a wide range of applications in power plants; providing solutions for rail automation, railway electrification, light and heavy rail, locomotives, trains, turnkey projects and integrated services; providing diagnostic, therapeutic and life saving products in computer tomography (CT), magnetic resonance images (MRI), ultrasonography, digital angiography, radiology networking systems etc. The shares of the Transferee Company are listed on Bombay Stock Exchange Ltd., and National Stock Exchange of India Ltd.

(b) Objects and Reasons

(i) Recognizing the strengths of each other and with the end and intent of aligning the business operations undertaken by the Transferor Company and the Transferee Company, the said Companies now propose by way of this Scheme to amalgamate the Transferor Company into and with the Transferee Company in accordance with the terms hereof.

(ii) In the circumstances and in the business interests of the Transferor Company and the Transferee Company and synergistic linkages that exist between them, as indicated above, it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in the manner and on the terms and conditions stated in this Scheme.

(iii) The amalgamation will enable appropriate consolidation of the activities of the Transferor Company and the Transferee Company with pooling and more efficient utilisation of their resources, greater economies of scale, reduction in overheads and other expenses and improvement in various operating parameters. The same will result, *inter alia*, from advantages of integration of the operations of the said companies, including better resource management and reduction of working capital requirements which will be facilitated by the amalgamation. The amalgamation will enable the business of the merged Transferee Company to be carried on more conveniently and advantageously. The Scheme is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.

In view of the aforesaid, the Board of Directors of the Transferor Company as well as the Board of Directors of Transferee Company have considered and proposed the amalgamation of the entire undertaking and business of the Transferor Company with the Transferee Company in order to benefit the stakeholders of said companies. Accordingly, the Board of Directors of both Transferor Company

and Transferee Company have formulated this Scheme for the transfer and vesting of the Undertaking of the Transferor Company with and into the Transferee Company pursuant to the provisions of Section 391 to Section 394 and other relevant provisions of the Act.

(iv) This Scheme has been drawn up to comply with the conditions relating to 'Amalgamation' as specified under Section 2(1B) of the Income tax Act, 1961. If any terms or provisions of the Scheme is/are inconsistent with the provisions of Section 2(1B) of the Income tax Act, 1961, the provisions of Section 2(1B) of the Income tax Act shall prevail and the Scheme shall stand modified to the extent necessary and such modification to not affect other parts of the Scheme.

**4. SHARE CAPITAL**

(i) The share capital structure of the Transferor Company as per the last audited accounts for the year ended on September 30, 2011 is as under:

| **Particulars** | **Amount in Rupees** |
|---|---|
| **Authorized Share Capital** | |
| 7,500,000 Equity Shares of Rs. 10 each | 75,000,000 |
| **Issued, Subscribed and Paid Up Share Capital** | |
| 7,500,000 Equity Shares of Rs. 10 each | 75,000,000 |

(ii) The share capital structure of the Transferee Company as per the last audited accounts for the year ended on September 30, 2011 is as under:

| **Particulars** | **Amount in Rupees** |
|---|---|
| **Authorized Share Capital** | |
| 1,000,000,000 equity shares of Rs. 2 each | 2,000,000,000 |
| **Issued Share Capital** | |
| 341,159,165 equity shares of Rs. 2 each | 682,318,330 |
| **Subscribed and Paid-up Share Capital** | |
| 340,294,900 equity shares of Rs. 2 each fully paid-up | 680,589,800 |

**5. TRANSFER AND VESTING OF THE UNDERTAKING**

(a) Transfer of Assets

Upon the coming into effect of this Scheme and with effect from the Appointed Date, the Undertaking of the Transferor Company as defined herein, save as provided in sub-clauses 5.1.1.1 and 5.1.1.2 below, shall, under the provisions of Sections 391 to 394 of the Act, and pursuant to the orders of the High Court, without any further act or deed or matter or thing to be made, done or executed but subject to the changes affecting the same as on the Effective Date, shall stand transferred to and vested in the Transferee Company as a going concern so as to become the undertaking and property of the Transferee Company from the Appointed Date. Provided that the movable assets of the Transferor Company shall vest in the Transferee Company in the manner laid down hereunder:

(i) All the tangible movable assets of the Transferor Company, including plant and machinery, furniture and fixtures, cash on hand, etc., shall be physically handed over by manual delivery to the Transferee Company to the end and intent that the title and property therein shall pass to the Transferee Company on such delivery alongwith other assets & liabilities.

(ii) In respect of movable assets other than those specified in sub-clause 5.1.1.1 above, including sundry debtors, outstanding loans, recoverable in cash or in kind or value to be received, bank balances and deposits with Government, bodies, customers etc., the following modus operandi shall be followed:

the Transferee Company shall give notice in such form as it may deem fit and proper to each party, debtors or depositees, as the case may be, that pursuant to orders of the High Court, sanctioning the Scheme, the said debts, loans, advances, etc., be paid or made good or held on account of the Transferee Company as the person entitled thereto to the end and intent that the right of the Transferor Company to recover or realise the same stands extinguished. The Transferor Company may, if required, give notice in such form as it may deem fit and proper to each person, debtor or depositee that pursuant to the orders of the High Court, sanctioning the Scheme, the said person, debtor or depositee should pay the debt, loan, advance or make good the same or hold the same to its account and that the rights of the Transferee Company to recover or realise the same are in substitution of the rights of the Transferor Company.

(b) Transfer of Liabilities

Upon the coming into effect of this Scheme and with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company, shall, pursuant to the orders of the High Court, made under Section 394 of the Act, without any further act or deed, be transferred or deemed to be transferred to and vested in and assumed by the Transferee Company so as to become the debts, liabilities, duties and obligations of the Transferee Company. It shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which, such debts, liabilities, duties and obligations have arisen, in order to give effect to the provisions of this Clause 5.

**6. CONTRACTS, DEEDS, BONDS AND OTHER INSTRUMENTS**

Upon the coming into effect of this Scheme and subject to the provisions of the Scheme, all memoranda of understanding, contracts, schemes, assurances, licences, including the Export Oriented Unit registration, insurance policies, guarantees, deeds, bonds, agreements, arrangements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall continue in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee or obligor thereto. The Transferee Company shall, if so required or becomes necessary, upon the coming into effect of this Scheme enter into and/ or issue and/or execute deeds, writings or confirmations to give effect to the provisions in this Clause 6.

**7. LEGAL PROCEEDINGS**

If any suit, appeal, or other proceedings of whatever nature (hereinafter called "the **proceedings**") by or against the Transferor Company be pending as on the Effective Date, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company or of anything contained in the Scheme, but the proceedings shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as they would or might have been continued, prosecuted or enforced by or against the Transferor Company, if the Scheme had not been made.

**8. EMPLOYEES OF TRANSFEROR COMPANY**

Upon the coming into effect of this Scheme:

(i) All permanent employees of the Transferor Company as on the date the scheme becomes effective, shall be deemed to have become the employees of the Transferee Company with effect from the Appointed Date

and shall be transferred to the Transferee Company without any interruption of Service and on terms and conditions no less favourable than those on which they are engaged by the Transferor Company as on the date on which the scheme becomes effective.

(ii) In the case of employees who are "Workmen" under the Industrial Disputes Act, 1947, the offer of transfer of services to them will be subject to the conditions enumerated in the proviso to Section 25 FF of the Industrial Disputes Act, 1947

(iii) The accumulated balances standing to the credit of the transferred employees' provident fund and /or gratuity fund and/or superannuation fund and /or any other retirement fund shall be transferred and credited to the corresponding statutory and/or exempted retirement fund of the Transferee Company subject to approval of the concerned authorities; and

(iv) For the purpose of sub-clause 8.4 above, the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever including the administration or operation of such funds according to the terms provided in the respective trust deeds governing such funds. It is the aim and the intent of this Scheme that all rights, duties, powers and responsibilities respectively of the Transferor Company in relation to such funds shall become the rights, duties, powers and responsibilities of the Transferee Company.

**9. DATE WHEN THE SCHEME COMES INTO OPERATION**

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the High Court or the CCI, shall have legal effect and force from the Appointed Date but shall be effective from the Effective Date.

**10. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE**

With effect from the Appointed Date and up to and including the Effective Date, the following provisions shall be in force:

(i) The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and been in possession of and shall hold and be in possession of all the Undertaking of the Transferor Company for and on account of and in trust for the Transferee Company.

(ii) All the profits or incomes accruing or arising to the Transferor Company, and all expenditure or losses arising or incurred (including all taxes, if any, paid or accruing in respect of any profits and income) by the Transferor Company, shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes or expenditure or losses of the Transferee Company, as the case may be, including for the purpose of taxation.

(iii) All taxes (including income tax, sales tax, excise duty, customs duty, service tax, VAT, etc.) paid or payable by the Transferor Company in respect of the operations and/or the profits of the business before the Appointed Date, shall be on account of the Transferor Company and, insofar as it relates to the tax payment (including, without limitation, sales tax, excise duty, custom duty, income tax, service tax, VAT, etc.), whether by way of deduction at source, advance tax or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of its business after the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall, in all proceedings, be dealt with accordingly.

(iv) The Transferor Company shall preserve and carry on its business and activities with reasonable diligence and business prudence and shall not, without the prior consent in writing of any of the persons authorised by the board of directors of the Transferee Company, as the case may be, undertake any additional financial commitments of any nature whatsoever, borrow any amounts nor incur any other liabilities or expenditure,

issue any additional guarantees, indemnities, letters of comfort or commitments or sell, transfer, alienate, charge, mortgage, encumber or otherwise deal with its fixed assets or any part thereof, except in the ordinary course of business, or pursuant to any pre-existing obligation(s) undertaken by the Transferor Company.

(v) The Transferor Company and/ or the Transferee Company, as the case may be, shall not, without the prior consent in writing of any of persons authorised by the board of directors of the Transferor Company or the Transferee Company, as the case may be, make any change in its capital structure, whether by way of increase (by issue of equity shares on a rights basis, bonus shares) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner which may, in any way, affect the Share Exchange Ratio (as provided in Clause 11.2 below). The aforesaid restrictions shall not apply to the changes in the capital structure of the Transferee Company for which Transferee Company has already initiated the proceedings and such information is in public domain.

(vi) The Transferor Company shall not, without the prior consent in writing of any of persons authorised by the board of directors of the Transferee Company, undertake (i) any material decision in relation to it's business and affairs and operations (ii) any agreement or transaction (other than an agreement or transaction in the ordinary course of business) (iii) any new business, or discontinue any existing business or change the installed capacity of facilities.

(vii) The Transferor Company shall not vary the terms and conditions of employment of any of its employees, except in the ordinary course of business or without the prior consent of the board of directors of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company prior to the Appointed Date.

(viii) The Transferee Company shall be entitled to depute its employees and/or representatives to the office(s)/ factory site(s) of the Transferor Company to ensure compliance with the provisions of Clauses 10.1.1 to 10.1.7.

**11. ISSUE OF SHARES BY TRANSFEREE COMPANY**

(i) Upon the coming into effect of the Scheme, and without any further application, act or deed, the Transferee Company shall, subject to the fulfilment of conditions set out in Clause 18.1.8, in consideration of the transfer of the Undertaking of the Transferor Company to the Transferee Company in terms of the Scheme, issue and allot to the equity shareholders of the Transferor Company or his /her/ its legal heirs, executors or administrators or, as the case may be, successors whose names are recorded in the Register of Members of the Transferor Company or whose names appear as the beneficial owners of the equity shares of the said Company in the records of the Depositories as on the Record Date to be fixed by the Board of Directors of the Transferee Company or a duly constituted committee of such Board of Directors:-

6 equity shares of Rs.2/- (Rupees Two only), credited as fully paid up, in the Transferee Company for every 13 equity shares of Rs.10/- (Rupees Ten only) fully paid up held in the Transferor Company. Fractional entitlement of shares, if any, would be rounded off to nearest integer.

(ii) The ratio in which equity shares of the Transferee Company are to be issued and allotted to the Shareholders of the Transferor Company is herein referred to as the "**Share Exchange Ratio**". In the event that the Transferee Company restructures its equity share capital by way of share split/ consolidation/issue of bonus shares during the pendency of the Scheme, the Share Exchange Ratio shall be adjusted accordingly to take into account the effect of such corporate actions.

(iii) For the purpose aforesaid, the Transferee Company shall, if and to the extent required, apply for and obtain the consent of the Reserve Bank of India and other concerned authorities, for the allotment and issue of equity shares to the non-resident Shareholders of the Transferor Company in the aforesaid manner.

(iv) The equity shares of the Transferee Company allotted and issued in terms of Clauses 11.1 and 11.2 above, shall be listed and/or admitted to trading on the relevant Stock Exchanges, where the equity shares of the Transferee Company are listed and/or admitted to trading.

(v) Upon the Scheme becoming effective and upon the new equity shares of the Transferee Company being allotted and issued by it to the Shareholders of the Transferor Company whose names appear on the Register of Members of the Transferor Company or whose names appear as the beneficial owners of the equity shares of the said Company in the records of the Depositories as on the Record Date, the equity shares of the Transferor Company, both in electronic form and in the physical form, shall be deemed to have been automatically cancelled and be of no effect on and from the Record Date. Wherever applicable, the Transferee Company may, instead of requiring the surrender of the Share Certificates of the Transferor Company, directly issue and dispatch the new Share Certificates of the Transferee Company in lieu thereof.

(vi) The equity shares of the Transferee Company to be allotted and issued to the Shareholders of the Transferor Company as provided in Clause 11.1 read with Clause 11.2 above shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company and shall rank *pari-passu* in all respects with the equity shares of the Transferee Company after the Effective Date including in respect of dividend, if any, that may be declared by the Transferee Company on or after the Effective Date.

(vii) The allotment and issue of 3,461,538 equity shares of the face value of Rs. 2 (Rupees Two) each in the Transferee Company by the Transferee Company to the shareholders of the Transferor Company as provided in the Scheme, shall be deemed to have been carried out as if the procedure laid down under Section 81(1A) and any other applicable provisions of the Act were duly complied with and no separate special resolution under Section 81(1A) of the Act shall be required to be passed by the Transferee Company separately in a general meeting for issue of shares to the shareholders under this Scheme and on the members of the Transferee Company approving this Scheme, it shall be deemed that they have given their consent to the issue of equity shares of the Transferee Company to the shareholders of the Transferor Company in the Share Exchange Ratio.

(viii) In so far as the issue of new equity shares by the Transferee Company pursuant to Clauses 11.1 and 11.2 above is concerned, each of the Shareholders of the Transferor Company holding shares in physical form shall have the option, exercisable by notice in writing by them to the Transferee Company on or before the Record Date, to receive, the new equity shares of the Transferee Company either in certificate form or in dematerialised form, in lieu of their shares in the Transferor Company. Each of the Shareholders of the Transferor Company holding shares of the Transferor Company in dematerialised form shall have the option, exercisable by notice in writing by them to the Transferee Company on or before the Record Date, to receive, the new equity shares of the Transferee Company either in certificate form or in dematerialised form, in lieu of their shares in the Transferor Company in accordance with the terms hereof.

In the event of there being any pending share transfers, whether lodged or outstanding, of any Shareholder of the Transferor Company, the Board of Directors of the Transferee Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of equity shares in the Transferor Company, after the effectiveness of this Scheme.

**12. DIVIDENDS, PROFITS, BONUS/RIGHTS SHARES**

(a) Dividends (interim and/or final) in respect of the period commencing from the Appointed Date until the Effective Date may be declared or paid by the Transferor Company with the prior consent of the Transferee Company.

(b) It is clarified, however, that the aforesaid provision in respect of declaration of dividend is an enabling provision only and shall not be deemed to confer any right on any member of the Transferor Company to demand or claim any dividend which shall be entirely at the discretion of the Boards of Directors of the Transferor Company and Transferee Company and subject to the provisions of the Act.

**13. ACCOUNTING TREATMENT**

Upon the coming into effect of this Scheme and on and from the Appointed Date and subject to any corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required, the Transferee Company shall account for the amalgamation in its books as under:

(i) All assets and liabilities, including reserves, of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of the Transferee Company at the value as recorded in the Transferor Company's books as on Effective Date.

(ii) The Transferee Company shall account for the amalgamation in accordance with 'Pooling of Interest Method' laid down by Accounting Standard 14 (Accounting for Amalgamations) prescribed under Companies (Accounting Standards) Rules, 2006.

(iii) The face value of the shares issued to the shareholders of the Transferor Company by the Transferee Company in terms of Clauses 11.1 and 11.2 above will be considered as the fair value.

**14. AMENDMENTS TO THE MEMORANDUM OF ASSOCIATI0N OF TRANSFEREE COMPANY**

In view of the amalgamation and as an integral part of the Scheme, the Object Clause of the Memorandum of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended pursuant to Sections 16, 17, 149 and 394 and other applicable provisions of the Act, as the case may be, to include the following objects after existing Clause III 6C of the Memorandum of Association of the Transferee Company:

"*6D To design, develop, draw, make, purchase, sell, export, import or otherwise deal in drawings and designs for planning and setting up of power plants worldwide, by using standard and specifically customized software to create aforementioned drawings and designs, the result being project related software and provide all other related services for the same, including:*

*a) development of plant layout, piping layout, cableways layout and preparation of drawings of civil engineering; and*

*b) carrying out the interdisciplinary planning in respect of the above, using highly advanced computer technology in order to meet the requirements of the market with regard to quality and time.*

*6E To undertake works of providing services for project management, preparation of specifications, carrying on of negotiations with suppliers, onsite management, onsite engineering and logistic support related to setting up of power plants.*

*6F To undertake for customers outside India, Bhutan and Srilanka tasks/works for marketing, selling, executing and servicing complete EPC (Engineering, Procurement & Construction) projects for power generation of all*

*types and sizes. This includes preparation of offers to third parties, preparing documents and specifications, negotiations with customers, suppliers and other external parties, project management, design, engineering, procurement of goods and services, onsite management, onsite engineering, erection, installation, commissioning, repairing and all types/modes of business administration and logistics. The Company may thereby buy, sell, manufacture, produce, prepare, supply, transport, repair, alter, exchange, hire, let on hire, import, export, dispose off & deal in all kinds of documents, materials, products, articles and things (whether specified in this Memorandum or not) which may be required for the purpose of carrying out EPC business on turnkey basis with full profit and loss responsibility, or any part thereof outside India, Bhutan and Srilanka."*

It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/ approval also to the alteration of the Memorandum of Association of the Transferee Company as required under section 17 and other applicable provisions of the Act.

**15. DISSOLUTION OF THE TRANSFEROR COMPANY**

(i) On the Scheme becoming effective, the Transferor Company shall stand dissolved without being wound up.

(ii) On and with effect from the Effective Date, the name of the Transferor Company shall be struck off from the records of the Registrar of Companies, National Capital Territory of Delhi and Haryana. The Transferee Company shall make necessary filings in this regard.

**16. APPLICATIONS/PETITIONS TO THE HIGH COURT AND APPROVALS**

(i) The Transferor Company and the Transferee Company shall, with all reasonable dispatch, make and file all applications and petitions under Sections 391 to 394 and other applicable provisions of the Act before the High Court, under whose jurisdiction the registered office of the Transferor Company and the Transferee Company are situated, for sanction of this Scheme under the provisions of law, and shall apply for such approvals as may be required under law.

(ii) The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to any Governmental Authority, if required, under any law for such consents and approvals which the Transferee Company may require to own the Undertaking and to carry on the business of the Transferor Company.

**17. MODIFICATIONS/AMENDMENTS TO THE SCHEME**

(i) The Transferor Company and the Transferee Company, through their respective Boards of Directors or such other person or persons, as the respective Board of Directors may authorize, including any committee or sub-committee thereof may make and/or consent to any modifications/amendments to the Scheme or to any conditions or limitations which the High Court and any other competent authority may deem fit to suggest/impose/direct and effect any other modification or amendment which the High Court and any other competent authority may consider necessary or desirable and give such directions as they may consider necessary or desirable for settling any question, doubt or difficulty arising under the Scheme whether by reason of any directive or orders of any other authorities or otherwise howsoever arising out of or under or by virtue of the Scheme and/or any matter concerned or connected therewith or in regard to its implementation or in any matter connected therewith (including any question, doubt or difficulty arising in connection with any deceased or insolvent shareholder of the Transferor Company or the Transferee Company) and to do all acts, deeds and things as may be necessary, desirable or expedient for carrying the Scheme into effect.

However, it is clarified that no modifications or amendments to the Scheme will be carried out without approaching the High Court.

(ii) For the purpose of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the delegate(s) of the Transferor Company and/or the Transferee Company may give and are hereby authorized to determine and give all such directions as are necessary including directions for settling or removing any question of doubt or difficulty that may arise and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

**18. SCHEME CONDITIONAL ON APPROVALS/SANCTIONS**

(a) The Scheme is conditional upon and subject to:

(i) the sanction or approval of all persons or authorities concerned being obtained and granted in respect of any of the matters provided for or relating to the Scheme for which such sanction or approval is required;

(ii) the approval of and agreement to the Scheme by the requisite majorities in number and value of such classes of persons of the Transferor Company and the Transferee Company as may be directed by the High Court, on the applications made for directions under Section 391 of the Act for calling meetings and necessary resolutions being passed under the Act for the purpose;

(iii) the sanction of the Scheme by the High Courts, under Sections 391 and 394 of the Act and necessary Order or Orders under Section 394 of the Act being obtained;

(iv) the certified copies of the Orders of the High Courts sanctioning this Scheme being filed with the Registrar of Companies, National Capital Territory of Delhi and Haryana and the Registrar of Companies, Maharashtra, Mumbai respectively;

(v) the approval of the Reserve Bank of India, if and to the extent required, being obtained under the provisions of the Foreign Exchange Management Act, 1999, and approvals of other concerned authorities, for the allotment and issue of equity shares in the Transferee Company to the non-resident Shareholders of the Transferor Company in accordance with the provisions of the Scheme;

(vi) the approval of the CCI as may be required under the Competition Act, 2002 and any rules, regulations made therein;

(vii) All other sanctions and approvals as may be required by law in respect of this Scheme being obtained; and

(viii) upon fulfillment of all other conditions set out in Clauses 18.1.1 to 18.1.7, the promoters of the Transferee Company having divested such number of equity shares prior to the Record Date to ensure that the minimum public shareholding threshold prescribed under the Listing Agreement is maintained following the issuance of shares in accordance with Clause 11.1 of this Scheme.

(b) The last of the following dates shall be the "**Effective Date**" for the purpose of this Scheme:

(i) the last of the consents, approvals, permissions, resolutions and orders as mentioned in Clause 18.1 shall be obtained or passed; or

(ii) all necessary certified copies of Orders of the High Court under Sections 391 and 394 of the Act shall be duly filed with the Registrar of Companies, Mumbai and the Registrar of Companies, National Capital Territory of Delhi and Haryana.

**19. EFFECT OF NON RECEIPT OF APPROVALS/SANCTIONS**

(i) In the event of any of the said sanctions and approvals referred to in the preceding Clause 18 not being obtained and/or complied with and/or satisfied and/or the Scheme not being sanctioned by the High Court and/or order or orders not being passed as aforesaid and the Scheme is rendered become null and void, or it stands revoked, cancelled and be of no effect then no rights and liabilities whatsoever shall accrue to or be incurred inter se to the Transferor Company and the Transferee Company or their respective shareholders or creditors or employees or any other person save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with the applicable law and in such case, each company shall bear its own costs unless otherwise mutually agreed.

(ii) The Board of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel and declare the Scheme of no effect if the Board of Directors are of the view that the coming into effect of the Scheme could have adverse implications on the Transferor Company and/ or the Transferee Company.

(iii) If any part of this Scheme hereof is invalid, ruled illegal by any Court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the parties that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party, in which case the parties shall attempt to bring about a modification in the Scheme, as will best preserve for the parties the benefits and obligations of the Scheme, including but not limited to such part.

**20. COSTS AND EXPENSES**

All costs, charges and expenses of the Transferor Company and of the Transferee Company respectively in relation to or in connection with the Scheme shall be respectively borne by the Transferor Company and the Transferee Company.

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## IN THE HIGH COURT OF JUDICATURE AT BOMBAY
## ORDINARY ORIGINAL CIVIL JURISDICTION
## COMPANY SUMMONS FOR DIRECTION NO. 165 OF 2012

In the matter of the Companies Act, 1956

And

In the matter of Sections 391 to 394 of the said Act

And

In the matter of Siemens Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 130, Pandurang Budhkar Marg, Worli, Mumbai - 400 018 in the State of Maharashtra.

And

In the matter of a Scheme of Amalgamation of Siemens Power Engineering Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Plot No-78, Sector 18, JIL Building, Tower-B, Gurgaon-122 015 in the State of Haryana.

With

Siemens Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 130, Pandurang Budhkar Marg, Worli, Mumbai - 400 018 in the State of Maharashtra

Siemens Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 130, Pandurang Budhkar Marg, Worli, Mumbai - 400 018 in the State of Maharashtra.

..... APPLICANT

## FORM OF PROXY

I/We the undersigned, being the Equity Shareholder(s) of Siemens Limited, the Applicant Company do hereby appoint _____of _____and failing him / her _____of _____as my / our proxy to act for me/ us at the meeting of the Equity Shareholders of the Applicant Company to be held at Indian Merchants' Chamber, Walchand Hirachand Hall, 4th Floor, Indian Merchants' Chamber Marg, Mumbai - 400 020 on Wednesday, 11th April, 2012 at 10.30 a.m. for the purpose of considering and, if thought fit, approving, with or without modification, the arrangement embodied in the proposed Scheme of Amalgamation of Siemens Power Engineering Private Limited with Siemens Limited and Their Respective Shareholders at such meeting, and at any adjournment or adjournments thereof, to vote, for me/us and in my/our name(s)_____(here, if for, insert 'for', if against, insert 'against', and in the latter case strike out the words "either with or without modifications" after the word "arrangement") the said arrangement embodied in the Scheme of Amalgamation either with or without modification(s)* as my/our proxy may approve.

* strike out what is not necessary

Affix a 15 Paise revenue stamp Signature across the stamp

Dated this _____ day of _____ 2012

Name: _____

Address: _____

**(For Demat holding) :** DP Id. _____ Client Id. _____

**(For Physical holding):** Folio No. _____ No. of Shares held: _____

**Signature of Shareholder(s)**

Sole holder / First holder: _____ Second holder: _____ Third holder: _____

NOTES:

1. Proxy need not be a member.
2. Alterations, if any, made in the Form of Proxy should be initialed.
3. Proxy must be deposited at the Registered Office of the Applicant Company, not later than forty eight (48) hours before the time scheduled / fixed for the said meeting.
4. In case of multiple proxies, the proxy later in time shall be accepted.

# Siemens Limited

**Registered Office:** 130, Pandurang Budhkar Marg, Worli, Mumbai - 400 018

## ATTENDANCE SLIP

PLEASE FILL THIS ATTENDANCE SLIP AND HAND IT OVER AT THE ENTRANCE OF THE MEETING HALL.

Joint shareholders may obtain additional Attendance Slip at the venue of the meeting.

| | |
|---|---|
| DP. Id* | |
| Client Id/ Folio No. | |
| No. of Share(s) held | |

| NAME AND ADDRESS OF THE EQUITY SHAREHOLDER (in block letters) |
|---|
| |

NAME AND ADDRESS OF THE PROXY HOLDER (in block letters, to be filled in by the proxy attending instead of the Equity Shareholder):

I hereby record my presence at the meeting, convened pursuant to the Order dated 9th March, 2012 of the Hon'ble High Court of Judicature at Bombay of the Equity Shareholders of the Applicant Company at Indian Merchants' Chamber, Walchand Hirachand Hall, 4th Floor, Indian Merchants' Chamber Marg, Mumbai - 400 020 on Wednesday, 11th April, 2012 at 10.30 a.m.

Signature of the Equity Shareholder or Proxy:

*Applicable for shareholders holding shares in dematerialised form.

Notes:

1. Equity Shareholders are requested to bring the Attendance Slip with them when they come to the meeting and hand it over at the gate after affixing their signature on it.
2. Equity Shareholders who come to attend the meeting are requested to bring with them a copy of this notice and the Scheme of Amalgamation.

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