

July 31, 2025

BSE Limited
National Stock Exchange of India Limited

Scrip Code –

BSE Limited: 544390
National Stock Exchange of India Limited: ENRIN

Sub.: Disclosure pursuant to Regulations 30 and 30A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”) read with the SEBI Master Circular dated November 11, 2024 bearing no. SEBI/HO/CFD/PoD2/CIR/P/0155 (“Master Circular”)

Dear Sir / Madam,

Pursuant to Regulation 30 and Regulation 30A of the SEBI Listing Regulations, read with Clause 5A of Paragraph A of Part A of Schedule III of the SEBI Listing Regulations and the Master Circular, please find enclosed disclosures received by the Company on July 31, 2025 (from 13.48 p.m. to 13.50 p.m. IST) from (1) Siemens Aktiengesellschaft; (2) Siemens International Holding B.V.; (3) Siemens Metals Technologies Vermögensverwaltungs GmbH; (4) Siemens Energy AG; (5) Siemens Energy Global GmbH & Co. KG; (6) Siemens Energy Holding B.V.; and (7) Siemens Energy Holdco B.V., in regard to a shareholders' agreement executed by them on July 31, 2025.

Kindly take the above on record.

Yours faithfully,
For **Siemens Energy India Limited**

Vishal Tembe
Company Secretary

Encl.: As above

Siemens Energy India Limited

Registered Office: Birla Aurora, Level 21, Plot No. 1080, Dr. Annie Besant Road, Worli, Mumbai – 400030; Corporate Identity Number: L28110MH2024PLC418770;
Tel.: +91 22 6251 7000; E-mail: contact@siemens-energy-india.com; Website: www.siemens-energy-india.com

Siemens AG, LC CMA G, Werner-von-Siemens-Str. 1, 80333 Munich, Germany
Restricted use

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

Name	Dr. Jürgen Liehr
Department	LC CMA G
Telephone	+49 89 7805 22505
Fax	+49 89 7805 78091
Mobile	+49 1522 8895738
E-mail	juergen.liehr@siemens.com
Date	2025-07-31

Subject: Disclosure pursuant to Regulation 30A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) read with the SEBI Master Circular dated 11 November 2024 bearing no. SEBI/HO/CFD/PoD2/CIR/P/0155 (“Master Circular”)

Dear Sir/ Madam

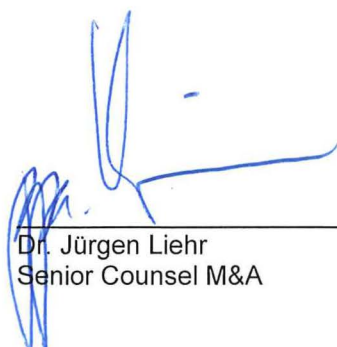
This is to inform you that Siemens AG, Siemens International Holding B.V., Siemens Metals Technologies Vermögensverwaltungs GmbH, Siemens Energy AG, Siemens Energy Global GmbH & Co. KG, Siemens Energy Holding B.V. and Siemens Energy Holdco B.V. have entered into a shareholders' agreement on 31 July 2025 (“**SHA**”), inter alia for regulating their relationship as (direct or indirect) shareholders of the Siemens Energy India Limited.

In view of the above, the requisite details regarding the SHA as required under Regulation 30A(1) of the Listing Regulations and the Master Circular are set out in the **Annexure**. 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. Jürgen Liehr
Senior Counsel M&A

Siemens AG
Legal, Compliance and Intellectual Property;
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; Veronika Bienert, Peter Koerte, 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.	<p>A shareholders' agreement ("SHA") has been executed on July 31, 2025 between:</p> <ol style="list-style-type: none"> Siemens AG ("SAG") Siemens International Holding B.V. ("SIH") Siemens Metals Technologies Vermögensverwaltungs GmbH ("SMTV") Siemens Energy AG ("SE AG") Siemens Energy Global GmbH & Co. KG ("SE KG") Siemens Energy Holding B.V. ("SE Holding") Siemens Energy Holdco B.V. ("SE HoldCo") <p>(SAG, SIH and SMTV, collectively "SAG Parties", and SE AG, SE KG, SE Holding and SE HoldCo, collectively "SE Parties")</p> <p>SAG, SIH, SMTV, SE Holding and SE HoldCo are promoters/ members of the promoter group of the Company. SE AG and SE KG are members 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 ("SEBI (ICDR) Regulations").</p>
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.	<p>The details of the shareholding of the parties to the SHA in the Company are as follows:</p> <ol style="list-style-type: none"> SAG - 6,41,01,646 (18.00%) SIH - 16,98,82,943 (47.70%) SMTV - 1,17,38,108 (3.30%) SE Holding - 35,61,203 (1.00%) SE HoldCo - 1,78,06,013 (5.00%) <p>While SE AG and SE KG do not hold equity shares of the Company, their subsidiaries (namely SE Holding and SE HoldCo) hold equity shares of the Company as set out above. The Company does not hold any equity shares of the parties to the SHA.</p>
e)	Significant terms of the agreement (in brief).	<ol style="list-style-type: none"> The parties have agreed that SAG, SIH, SE Holding and SE HoldCo shall qualify as 'promoters' of the Company and SMTV shall qualify as a member of the 'promoter group' of the Company. In regard to the composition of the board of directors of the Company, the parties have agreed that: (i) SE KG

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		<p>shall be entitled to nominate one non-independent director; (ii) SAG shall be entitled to nominate all remaining non-independent directors; (iii) the chairperson of the board shall be a non-executive chairperson and shall be appointed as per provisions of applicable laws; and (iv) the independent directors shall be appointed as per provisions of applicable laws 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 under applicable law, including requisite involvement of the Nomination and Remuneration Committee, board of directors and the shareholders of the Company).</i> Additionally, the parties have agreed that the CEO shall be nominated by SAG after consultation with SE KG and the CFO of the Company shall be nominated by SAG.</p> <p>3. The parties have agreed that each of them shall: (a) directly and indirectly, exercise their 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 AG, SE KG, SE Holding and SE HoldCo have agreed that they 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) reduction of share capital and buy-back of shares by the Company; (iii) granting of loans, guarantees and provision of security; (iv) borrowings of the Company and its subsidiaries; (v) remuneration of the CEO and CFO; and (vi) appointment and re-appointment of directors (collectively, "Instruction Matters").</p> <p>5. Notwithstanding the above, in regard to certain identified reserved matters ("Reserved Matters"), the</p>

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		<p>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. The term of the SHA shall be until the earliest of <i>inter alia</i>: (a) August 31, 2030 (unless agreed otherwise); (b) the date on which the aggregate shareholding of SAG and its affiliates in the Company falls below 5%; (c) the date on which the parties agree in writing to terminate the SHA.</p> <p>7. 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>8. The parties have agreed to certain procedures to enable the SE Parties to acquire a majority share in the Company. In the event the SE Parties acquire a majority, the provisions summarised in paragraphs 2, 4, 5 and 7 would cease to be in effect.</p> <p>9. Any shares of the Company held via wholly owned 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.	<p>SAG, SIH, SMTV, SE Holding and SE HoldCo are promoters/ members of the promoter group of the Company.</p> <p>SE AG and SE KG are members of the promoter group of the Company in terms of Regulation 2(1)(pp) of the SEBI (ICDR) Regulations.</p>
i)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”.	No.

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j)	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not applicable.
k)	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Please refer to item (e) above.
l)	<p>In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> 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.

Date: 31 July 2025

To
Siemens Energy India Limited
Birla Aurora, Level 21, Plot No. 1080,
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In view of the above, the requisite details regarding the SHA as required under Regulation 30A(1) of the Listing Regulations and the Master Circular are set out in the **Annexure**. You are requested to take the same on record and make requisite disclosures in this regard in compliance with the Listing Regulations.

For **Siemens International Holding B.V.**



Markus Bauersachs
Managing Director, CEO

Elena Podkopova
General Proxy Holder

Annexure | Summary of the Shareholders' Agreement

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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.
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d)	Shareholding, if any, in the entity with whom the agreement is executed.	<p>The details of the shareholding of the parties to the SHA in the Company are as follows:</p> <ol style="list-style-type: none"> SAG - 6,41,01,646 (18.00%) SIH - 16,98,82,943 (47.70%) SMTV - 1,17,38,108 (3.30%) SE Holding - 35,61,203 (1.00%) SE HoldCo - 1,78,06,013 (5.00%) <p>While SE AG and SE KG do not hold equity shares of the Company, their subsidiaries (namely SE Holding and SE HoldCo) hold equity shares of the Company as set out above. The Company does not hold any equity shares of the parties to the SHA.</p>
e)	Significant terms of the agreement (in brief).	<ol style="list-style-type: none"> The parties have agreed that SAG, SIH, SE Holding and SE HoldCo shall qualify as 'promoters' of the Company and SMTV shall qualify as a member of the 'promoter group' of the Company. In regard to the composition of the board of directors of the Company, the parties have agreed that: (i) SE KG

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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.	<p>SAG, SIH, SMTV, SE Holding and SE HoldCo are promoters/ members of the promoter group of the Company.</p> <p>SE AG and SE KG are members of the promoter group of the Company in terms of Regulation 2(1)(pp) of the SEBI (ICDR) Regulations.</p>
i)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”.	No.

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j)	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not applicable.
k)	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Please refer to item (e) above.
l)	<p>In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> 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.

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To
Siemens Energy India Limited
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For Siemens Metals Technologies Vermögensverwaltungs GmbH



Authorised Signatory
Name: **Thomas Thomasberger**
Designation: Managing Director

Authorised Signatory
Name: **Dietmar Pokorny**
Designation: Managing Director

Siemens Metals Technologies Vermögensverwaltungs GmbH
Managing Directors: Thomas Thomasberger, Dietmar Pokorny

Siemensstrasse 90
1210 Vienna
Austria

Registered office: Vienna
Commercial registry: FN 92230h Handelsgericht Wien

SCF 10/2011 V13.06

Annexure | Summary of the Shareholders' Agreement

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Dr. Annie Besant Road, Worli,
Mumbai – 400030

Munich, 31 July 2025

Disclosure pursuant to Regulation 30A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) read with the SEBI Master Circular dated 11 November 2024 bearing no. SEBI/HO/CFD/PoD2/CIR/P/0155 (“Master Circular”)

Dear Sir/ Madam,

This is to inform you that Siemens AG, Siemens International Holding B.V., Siemens Metals Technologies Vermögensverwaltungs GmbH, Siemens Energy AG, Siemens Energy Global GmbH & Co. KG, Siemens Energy Holding B.V. and Siemens Energy Holdco B.V. have entered into a shareholders' agreement on 31 July 2025 (“SHA”), inter alia for regulating their relationship as (direct or indirect) shareholders of the Siemens Energy India Limited.

In view of the above, the requisite details regarding the SHA as required under Regulation 30A(1) of the Listing Regulations and the Master Circular are set out in the **Annexure**. You are requested to take the same on record and make requisite disclosures in this regard in compliance with the Listing Regulations.

For Siemens Energy AG



Dr. Karin Flesch
Vice President SE M&A



Jan Philipp Soennecken
Head SE M&A 1

Siemens Energy AG

Otto-Hahn-Ring 6
81739 Munich
Germany

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siemens-energy.com

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 Chamard, Vinod Philip;
Registered office: Munich, Germany; Commercial registry: Munich, HRB 252581
SCF V12

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Page 1 of 1

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.	<p>A shareholders' agreement ("SHA") has been executed on July 31, 2025 between:</p> <ol style="list-style-type: none"> Siemens AG ("SAG") Siemens International Holding B.V. ("SIH") Siemens Metals Technologies Vermögensverwaltungs GmbH ("SMTV") Siemens Energy AG ("SE AG") Siemens Energy Global GmbH & Co. KG ("SE KG") Siemens Energy Holding B.V. ("SE Holding") Siemens Energy Holdco B.V. ("SE HoldCo") <p>(SAG, SIH and SMTV, collectively "SAG Parties", and SE AG, SE KG, SE Holding and SE HoldCo, collectively "SE Parties")</p> <p>SAG, SIH, SMTV, SE Holding and SE HoldCo are promoters/ members of the promoter group of the Company. SE AG and SE KG are members 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 ("SEBI (ICDR) Regulations").</p>
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.	<p>The details of the shareholding of the parties to the SHA in the Company are as follows:</p> <ol style="list-style-type: none"> SAG - 6,41,01,646 (18.00%) SIH - 16,98,82,943 (47.70%) SMTV - 1,17,38,108 (3.30%) SE Holding - 35,61,203 (1.00%) SE HoldCo - 1,78,06,013 (5.00%) <p>While SE AG and SE KG do not hold equity shares of the Company, their subsidiaries (namely SE Holding and SE HoldCo) hold equity shares of the Company as set out above. The Company does not hold any equity shares of the parties to the SHA.</p>
e)	Significant terms of the agreement (in brief).	<ol style="list-style-type: none"> The parties have agreed that SAG, SIH, SE Holding and SE HoldCo shall qualify as 'promoters' of the Company and SMTV shall qualify as a member of the 'promoter group' of the Company. In regard to the composition of the board of directors of the Company, the parties have agreed that: (i) SE KG

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		<p>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. The term of the SHA shall be until the earliest of <i>inter alia</i>: (a) August 31, 2030 (unless agreed otherwise); (b) the date on which the aggregate shareholding of SAG and its affiliates in the Company falls below 5%; (c) the date on which the parties agree in writing to terminate the SHA.</p> <p>7. 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>8. The parties have agreed to certain procedures to enable the SE Parties to acquire a majority share in the Company. In the event the SE Parties acquire a majority, the provisions summarised in paragraphs 2, 4, 5 and 7 would cease to be in effect.</p> <p>9. Any shares of the Company held via wholly owned 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.
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i)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”.	No.

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k)	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Please refer to item (e) above.
l)	<p>In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> 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.

Siemens Energy Global GmbH & Co. KG, SE LC CMA, Siemenspromenade 9,
91058 Erlangen, Deutschland

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

31 July 2025

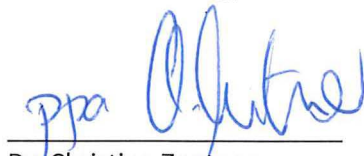
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For Siemens Energy Global GmbH & Co. KG



Dr. Christian Zentner
Vice President Legal Corporate / M&A



Dr. Lars Stelling
Head of Legal M&A

Siemens Energy Global GmbH & Co. KG

Siemenspromenade 9
91058 Erlangen
Deutschland

siemens-energy.com

Sitz der Gesellschaft: München, Deutschland; Registergericht: Amtsgericht München, HRA 111200;
Persönlich haftende Gesellschafterin: Siemens Energy Management GmbH;
Vorsitzender des Aufsichtsrats: Joe Kaeser;
Geschäftsführer: Christian Bruch, Vorsitzender; Karim Amin, Maria Ferraro, Tim Oliver Holt, Anne-Laure Parrical de Chammard, Vinod Philip;
Sitz der Gesellschaft: München, Deutschland; Registergericht: Amtsgericht München, HRB 241345
SCF V12

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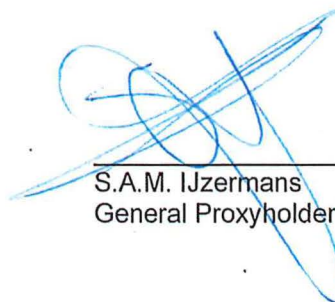
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For Siemens Energy Holding B.V.



E.G. Verspuij
General Proxyholder



S.A.M. IJzermans
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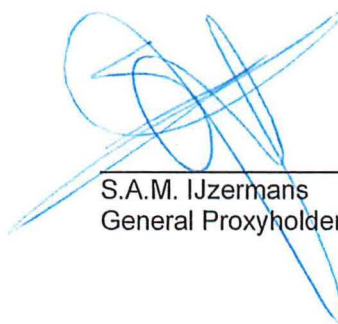
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For Siemens Energy Holdco B.V.



E.G. Verspuij
General Proxyholder



S.A.M. IJzermans
General Proxyholder

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.	<p>A shareholders' agreement ("SHA") has been executed on July 31, 2025 between:</p> <ol style="list-style-type: none"> Siemens AG ("SAG") Siemens International Holding B.V. ("SIH") Siemens Metals Technologies Vermögensverwaltungs GmbH ("SMTV") Siemens Energy AG ("SE AG") Siemens Energy Global GmbH & Co. KG ("SE KG") Siemens Energy Holding B.V. ("SE Holding") Siemens Energy Holdco B.V. ("SE HoldCo") <p>(SAG, SIH and SMTV, collectively "SAG Parties", and SE AG, SE KG, SE Holding and SE HoldCo, collectively "SE Parties")</p> <p>SAG, SIH, SMTV, SE Holding and SE HoldCo are promoters/members of the promoter group of the Company. SE AG and SE KG are members 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 ("SEBI (ICDR) Regulations").</p>
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.	<p>The details of the shareholding of the parties to the SHA in the Company are as follows:</p> <ol style="list-style-type: none"> SAG - 6,41,01,646 (18.00%) SIH - 16,98,82,943 (47.70%) SMTV - 1,17,38,108 (3.30%) SE Holding - 35,61,203 (1.00%) SE HoldCo - 1,78,06,013 (5.00%) <p>While SE AG and SE KG do not hold equity shares of the Company, their subsidiaries (namely SE Holding and SE HoldCo) hold equity shares of the Company as set out above. The Company does not hold any equity shares of the parties to the SHA.</p>
e)	Significant terms of the agreement (in brief).	<ol style="list-style-type: none"> The parties have agreed that SAG, SIH, SE Holding and SE HoldCo shall qualify as 'promoters' of the Company and SMTV shall qualify as a member of the 'promoter group' of the Company. In regard to the composition of the board of directors of the Company, the parties have agreed that: (i) SE KG

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		<p>shall be entitled to nominate one non-independent director; (ii) SAG shall be entitled to nominate all remaining non-independent directors; (iii) the chairperson of the board shall be a non-executive chairperson and shall be appointed as per provisions of applicable laws; and (iv) the independent directors shall be appointed as per provisions of applicable laws 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 under applicable law, including requisite involvement of the Nomination and Remuneration Committee, board of directors and the shareholders of the Company).</i> Additionally, the parties have agreed that the CEO shall be nominated by SAG after consultation with SE KG and the CFO of the Company shall be nominated by SAG.</p> <p>3. The parties have agreed that each of them shall: (a) directly and indirectly, exercise their 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 AG, SE KG, SE Holding and SE HoldCo have agreed that they 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) reduction of share capital and buy-back of shares by the Company; (iii) granting of loans, guarantees and provision of security; (iv) borrowings of the Company and its subsidiaries; (v) remuneration of the CEO and CFO; and (vi) appointment and re-appointment of directors (collectively, "Instruction Matters").</p> <p>5. Notwithstanding the above, in regard to certain identified reserved matters ("Reserved Matters"), the</p>

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		<p>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. The term of the SHA shall be until the earliest of <i>inter alia</i>: (a) August 31, 2030 (unless agreed otherwise); (b) the date on which the aggregate shareholding of SAG and its affiliates in the Company falls below 5%; (c) the date on which the parties agree in writing to terminate the SHA.</p> <p>7. 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>8. The parties have agreed to certain procedures to enable the SE Parties to acquire a majority share in the Company. In the event the SE Parties acquire a majority, the provisions summarised in paragraphs 2, 4, 5 and 7 would cease to be in effect.</p> <p>9. Any shares of the Company held via wholly owned 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.	<p>SAG, SIH, SMTV, SE Holding and SE HoldCo are promoters/ members of the promoter group of the Company.</p> <p>SE AG and SE KG are members of the promoter group of the Company in terms of Regulation 2(1)(pp) of the SEBI (ICDR) Regulations.</p>
i)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”.	No.

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j)	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not applicable.
k)	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	Please refer to item (e) above.
l)	<p>In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> 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.