PUBLIC ANNOUNCEMENT TO THE SHAREHOLDERS OF

INDO TECH TRANSFORMERS LIMITED

This Public Announcement ("**PA**") is being issued by Citigroup Global Markets India Private Limited ("**Manager to the Offer**") on behalf of PROLEC-GE INTERNACIONAL, S. DE R.L. DE C.V. (hereinafter referred to as the "**Acquirer**"), pursuant to Regulations 10 and 12 of, and in compliance with, the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 and subsequent amendments thereto (the "**Regulations**").

The Open Offer

1. This open offer is being made by the Acquirer in compliance with Regulations 10 and 12 of the Regulations ("**Open Offer**"). This Open Offer is subject to receipt of certain approvals as more fully set forth in the section titled "Statutory Approvals and Other Approvals required for this Open Offer" (see paragraphs 32 to 39 below).
2. On December 4, 2008, the Acquirer entered into a Share Purchase Agreement ("**SPA**"), with Mr. P.E. Subramaniam, Mr. P.S. Jagdish, Mr. P.S. Shekhar, Ms. A.C Vijayalaksmy, Ms. Meera Jagdish, Ms. Prema Shekhar, P.E Subramaniam HUF (collectively referred to as the "**Sellers**"), who are the existing promoters of Indo Tech Transformers Limited (the "**Target Company**"), to acquire 57,71,625 fully paid up equity shares of the face value of Rs. 10 each ("**Sale Shares**") representing approximately 54.35% of the total issued and fully paid up capital ("**Equity Capital**") of the Target Company at a price of Rs. 406 per Sale Share to be paid in cash ("**Transaction**"), amounting to an aggregate consideration of Rs. 234,32,79,750 ("**Purchase Price**").
3. Pursuant to this Open Offer, the Acquirer proposes to acquire, from the public Shareholders of the Target Company, up to 21,24,000 fully paid-up equity shares of the face value of Rs. 10 each ("**Share**") representing 20% of the Equity Capital ("**Offer Size**") at a price of Rs. 406 (Rupees Four hundred & six) per equity share of the Target Company ("**Offer Price**"), to be paid in cash in accordance with the Regulations. As on the date of this PA, there are no partly paid-up Shares or any convertible instruments or preference shares issued by the Target Company. This Open Offer is not conditional upon any minimum level of acceptance.
4. The Shares of the Target Company are listed on the Bombay Stock Exchange Limited ("**BSE**") and the National Stock Exchange of India Limited ("**NSE**"). Based on the information available on the websites of BSE (www.bseindia.com) and NSE (www.nseindia.com), the Shares of the Target Company are frequently traded on both the BSE and the NSE in terms of the Regulation 20(5) of the Regulations.
5. The Shares of the Target Company are most frequently traded on the NSE within the meaning of Regulation 20(5) of the Regulations. Accordingly, in terms of Regulation 20(4) of the Regulations, the Offer Price is greater than or the highest of:
   a) the average of the weekly high and low of closing prices of the Shares of the Target Company on the NSE for the last 26 weeks preceding the date of this PA (Rs.297.15/Share);
   b) the average of the daily high and low prices of the Shares of the Target Company on NSE for the last 2 weeks preceding the date of this PA (Rs. 251.69/Share);
   c) the highest price paid by the Acquirer for acquisition of Shares of the Target Company during the last 26 weeks preceding the date of this PA including by way of allotment in a public or rights or preferential issue (Not applicable); or
   d) the negotiated price under the SPA i.e. Rs. 406.00/Share

   In view of the above, the Offer Price is justified in terms of Regulation 20(4) of the Regulations.
6. The Acquirer has neither acquired nor has been allotted any Shares of the Target Company in the 12 months prior to the date of this PA.
7. As on date of the PA, the Acquirer does not hold any Shares in the Target Company.
8. As on the date of this PA, the Manager to the Open Offer does not hold any Shares in the Target Company.
9. There are no "persons acting in concert" with the Acquirer for the purposes of this Open Offer.
10. This is not a competitive bid.
11. Subject to receipt of approvals from the Reserve Bank of India ("**RBI**") and other approvals that may be required under applicable law from SEBI, the stock exchanges and any other regulatory authorities, and subject further to completion of the Open Offer, the Sellers and the Acquirer may choose to complete the sale and purchase of all or part of such of the Sale Shares as are held in dematerialized form ("**Block Deal Shares**") by way of a block deal on a recognized stock exchange ("**Block Deal**") in accordance with the stock exchange rules governing such block deals and other applicable laws. The total consideration to be paid for the Block Deal shall be in compliance with the law applicable to price for block deals ("**Block Deal Consideration**"). The difference, if any, between the Purchase Price for the Block Deal Shares and the Block Deal Consideration ("**Block Deal Balance**") will be settled and paid to the Sellers outside the recognized stock exchange as an additional consideration. Consummation of the sale of such Sale Shares that are in physical form shall be by way of an off the market transaction and such sale will be consummated simultaneously with the sale of the Block Deal Shares. Currently, out of 54.35% Sales Shares, 1.52% Sale Shares are held in physical form and the rest are held in dematerialized form.
12. Of the total Sale Shares, 21,24,000 Sale Shares are subject to lock-in in terms of the SEBI (Disclosure and Investor Protection) Guidelines, 2000 until March 8, 2009. The Acquirer undertakes that with regard to such Sale Shares that are under a statutory lock-in in terms of the SEBI (Disclosure and Investor Protection) Guidelines, 2000, the Acquirer, being a new promoter, shall pursuant to its acquisition of the same, ensure continuance of the said lock-in for the applicable remaining period in terms thereof.
13. To the extent of the Offer Size, all the Shares of the Target Company that are validly tendered pursuant to this Open Offer shall be acquired by the Acquirer, subject to the terms and conditions of the Open Offer and receipt of approvals as detailed in paragraphs 32 to 39 below.
14. The Acquirer is permitted to revise the Offer Price upwards up to seven working days prior to the date of closure of the Open Offer. In the event of such a revision, an announcement would be made in the same newspapers in which this PA has appeared and the revised Offer Price would be paid for all Shares accepted under the Open Offer.
15. The key terms of the transaction documents executed between the Acquirer and the Sellers are as follows:
   a) The transfer of such of the Sale Shares as are held in dematerialized form can occur either by way of a Block Deal, subject to receipt of all requisite approvals, or by an off-market transfer. The transfer of such of the Sale Shares as are held in physical form would occur by way of an off market transfer. In the event that the Sale Shares are being transferred by way of a Block Deal, the consideration for the same shall stand revised to such price per Sale Share as shall be arrived at after deducting, the value of the brokerage and the securities transaction tax per Sale Share that would be payable by the Acquirer, from the Purchase Price per Sale Share and the amounts payable towards brokerage and the securities transaction tax shall be paid out of the Sellers' Account (as defined in paragraph 15(c) below).
   b) The Sellers and the Acquirer have also executed a non-compete and non-solicitation agreement dated December 4, 2008 (the "**Non-Compete Agreement**") in terms of which the Acquirer has agreed to pay to the Sellers a consideration of Rs. 45,01,86,750 in proportion to each Seller's shareholding in the Target Company towards fulfillment of their non-compete and non-solicitation obligations. The said consideration is equivalent to approximately 19.2% of the Offer Price, and in terms of Regulation 20(8) of the Regulations, is not required to be added to the Offer Price on a per Sale Share basis. The Non-Compete Agreement is effective for a period of 3 years from the date of consummation of the sale of the Sale Shares to the Acquirer. During such time, the Sellers and their affiliates are prohibited from directly or indirectly, competing against the Target Company in the business of the manufacture, commercialization, maintenance, repair, service, design and trading of any kind of electrical transformers and other equipments capable of use for similar applications.
   c) Each of the Sellers and the Acquirer have entered into an escrow agreement with Citibank N.A on December 4, 2008. In terms of the said agreement, the Acquirer has remitted the Purchase Price along with the consideration payable under the Non-Compete Agreement on December 4, 2008 to an escrow account opened with Citibank N.A in the name of the Sellers, which account ("**Sellers' Account**") shall be operated in accordance with the terms of such escrow agreement.
   d) The Acquirer shall, on the date of the consummation of the purchase of the Sale Shares, be entitled to ensure that an amount of Rs. 15,00,00,000 from the total Purchase Price is retained in the Sellers' Account, which shall be transferred to the Sellers in the following manner:
      a. 50% of such retained amount along with interest if any that has accrued on the same, shall be transferred to the Sellers' Account within 2 business days after a period of 90 days from the date of the purchase of the Sale Shares less any adjustments on account of claims against the Sellers made in accordance with the provisions of the SPA; and
      b. The balance of such retained amount along with interest if any that has accrued on the same, shall be transferred to the Sellers' Account within 2 business days after a period of 365 days from the date of the purchase of the Sale Shares or such other extended period as may be determined in terms of the Agreements, less any adjustments on account of claims against the Sellers, if any, which are made by the Acquirer under the SPA.
   e) As on date of this PA, the board of directors of the Target Company comprises six directors. The Sellers and the Acquirer have agreed that on and from the 21st day following the date of this PA (the "**Appointed Date**"), and at the option of the Acquirer, the board of directors of the Target Company may be reconstituted to comprise nine (9) or more directors of which three (3) shall be nominated by the Sellers, three (3) shall be nominated by the Acquirer and three (3) or such higher number as may be required in terms of applicable law, shall be "independent directors" (as such term is defined in the Listing Agreement entered into between the Target Company and the BSE). Accordingly, in terms of Regulation 22(7) of the Regulations, the Acquirer has deposited 100% of the consideration payable under this Open Offer (assuming full acceptance) in cash in escrow. On and from the Appointed Date, the board of directors of Target Company shall, at the option of the Acquirer, also constitute an operating committee comprising four (4) persons, two (2) to be nominated by the Sellers and two (2) to be nominated by the Acquirer. It is clarified that the operating committee shall be acting as a consultative body to the CEO only and that its recommendation shall not be binding on the CEO. Further, the Acquirer can also appoint such representatives, who are notified to the Sellers at least five (5) business days prior to the Appointment Date, to be present at the Target Company's offices and operational facilities and observe the general functioning of the Target Company.
   f) The SPA provides that between the date of the SPA and the date of Closing under SPA, the Sellers shall undertake best efforts to cause the Target Company to validly sign, execute and register with the sub-registrar of assurances, a sale deed in connection with the site located at DP 36, SIDCO Industrial Estate, Thirumazhisai, Chennai 602107.
   g) The SPA provides that between the date of signing of the SPA and the date of Closing (as defined in the SPA), the Acquirer shall be entitled to appoint up to two (2) persons as observers ("**Observer**") on the board of directors of the Target Company. The Observers shall be entitled to attend all meetings of the board of directors of the Target Company or any of its committee in their capacity as observers and shall not be entitled to participate or vote at such meetings. The Acquirer's right to appoint such Observers shall terminate on the appointment of the Acquirer's directors as set out in paragraph 15(e) above.
   h) The board of directors of the Target Company has already authorized a sale of surplus assets at certain locations in terms of the resolution passed on November 27, 2008. Dividends may be paid out by the board of directors of the Target Company to the Shareholders of the Target Company on account of the receipt of sale proceeds from the sale of certain such assets net of capital gains and any other applicable taxes and will only be payable upon receipt of sale proceeds thereof. Any such dividend shall be subject to applicable law, taxes and receipt of all corporate authorisations for such sale and the declaration of dividends.
   i) The Acquirer shall have the obligation to acquire the Sale Shares of the Sellers subject to the satisfaction of certain conditions precedent as detailed in the SPA including *inter alia*:
      a. Completion by the Acquirer of its obligations under the Open Offer and submission by the Merchant Banker of the final report to SEBI in terms of Regulation 24(7) of the SEBI (SAST) Regulations;
      b. The Sellers having ensured that the Sellers and each of their affiliates cease using the name "Indo Tech";
      c. Receipt of requisite statutory approvals as specified in the SPA;
      d. The Sellers having caused the Target Company to make appropriate applications to SIDCO inter-alia for approval for transfer of its ownership/control to the Acquirer;
      e. The Sellers being in compliance with the warranties given by them in relation to the Target Company.
   j) In terms of the SPA, if any of the conditions precedent is not satisfied on or before May 31, 2009 or such other extended date as may be agreed between the Sellers and the Acquirer, the SPA would automatically terminate.

Information about the Acquirer

16. The Acquirer was incorporated as a limited liability company, on March 23, 1998, under the laws of Mexico, with its registered office located at Blvd. Presidente Carlos Salinas Km. 9.25, Apodaca, Nuevo Leon, Mexico.
17. The Acquirer is a company whose corporate purpose includes the following:
   (i) The manufacture of: a) any kind of machinery, equipments and electric and mechanic devices; b) any kind of devices needed for the mounting of electrical systems, such as structures, posts, flying buttresses, metal fittings, crossheads, platforms, accessories, electric grade ceramic, surge arrestors, cutting blades, etc.; c) tanks, frameworks, structures, boxes and other metallic articles; d) all kinds of articles that are byproducts of the ones mentioned above or related to the same.
   (ii) The performance of: a) assembly work and finishing of any kind of equipment, machinery, or electrical or mechanical devices of any origin; b) works, mountings and installations of any kind, whether they're Acquirer owned or from a third party, whether fixed price or by administration.
   (iii) The sale and distribution of its products and others entrusted in commission or as agency of Mexican or foreign factories directly or indirectly related to the purpose of the Company.
   (iv) The hiring of projects and the performance of any kind of electrical, health or industrial installations whether by its own or by a third party, and the maintenance of such installations.
18. The Acquirer is a joint venture between Xignux, S.A. de C.V. ("**Xignux**") and General Electric Company. Xignux is a Mexican corporation based in Monterrey, Mexico, which employs over 38,000 people in the electrical, automotive and food sectors and operates 45 plants and several of distribution centers in Mexico, the U.S.A., Nicaragua, El Salvador, Brazil, Colombia, Argentina and Uruguay.
19. The capital of the Acquirer is directly held by:
   (i) Prolec, S.A. de C.V., which is a wholly owned subsidiary of Xignux; and
   (ii) Trust number F/869 opened with GE Money Bank, S.A. Institución de Banca Múltiple, GE Capital Grupo Financiero, the beneficiary of which is General Electric Company ("**Trust F/869**"); and
   (iii) Trust number F/868 opened with GE Money Bank, S.A. Institución de Banca Múltiple, GE Capital Grupo Financiero, the beneficiary of which is GE México, S.A. de C.V., a wholly owned subsidiary of General Electric Company ("**Trust F/868**").
20. As on the date of this PA, the stock capital of the Acquirer in Mexican Peso is 99,02,80,004.00, which is equivalent to Rs. 364,42,30,414.70.
21. Based on the review of the audited financials of the Acquirer for the period beginning January 1, 2007 and ending December 31, 2007, prepared as per Mexican Financial Reporting Standards, the brief audited financials are as under:

Particulars	Amount in Mexican Pesos in lakhs except as otherwise stated	Amount in Rs. lakhs except as otherwise stated
Total Income(1)	82,341.17	3,02,192.09
Profit After Tax	9,010.00	33,066.70
Capital Stock	12,932.76	47,463.23
Retained Earnings	9,150.53	33,582.45
Total Partners' Equity(2)	16,823.90	61,743.71
Return on Total Partners' Equity (%)(3)	54.39%	54.39%

(1) Total Income is the sum of net sales and other income

(2) Total Partners' Equity means capital stock held by (a) Prolec, S.A. de C.V; (b) Trust F/868 and (c) Trust F/869, plus retained earnings less cumulative deferred income taxes less equity restatement

(3) Return on Total Partners' Equity is calculated as profit after tax/total partners' equity

22. The Acquirer is not listed on any stock exchange.

Target Company

23. The Target Company was incorporated on January 16 1992, under the provisions of the Companies Act, 1956, with its registered office at DP: 36, SIDCO Industrial Estate, Thirumazhisai, Chennai, 602107, India.
24. The Target Company is engaged in the business of manufacture of power and distribution transformers. The Target Company has three manufacturing facilities, Thirumazhisai and Kancheepuram in Tamil Nadu and Palakkad in Kerala, with a total present capacity of 7,450 MVA.The Target Company provides transformers in India, Mid-East Asia and Africa. At present, all the Target Company's operations and functions are concentrated primarily at Thirumazhisai and Kancheepuram.
25. The Target Company has an authorized share capital of Rs 15,30,00,000 divided into 1,53,00,000 Shares. The fully paid up share capital of the Target Company as on the date of this PA is Rs. 10,62,00,000 divided into 1,06,20,000 Shares.
26. Brief audited financials of the Target Company for the year ended March 31, 2008 is as follows:

Particulars	Amount in Rs. Lakhs except as otherwise stated
Total Income(1)	19,344.78
Profit After Tax	3,901.86
Equity Share Capital (Issued, subscribed and paid up)	1,062.00
Reserves and Surplus (excluding revaluation reserves & misc. exp. not written off and debit balance of Profit and Loss)	11,217.84
Earning Per Share (Rs.)(2)	36.71
Return on Net worth (%)(3)	31.77%
Book Value Per Share (Rs.)	115.63

(1)Total Income is the sum of net sales and other income

(2) Earning per Share is calculated as the net profit attributable to Shareholders of the Target Company / weighted average number of Shares

(3) Return on net worth calculated as profit after tax / net worth

(4) Book value per Share computed as the net worth / number of outstanding Shares as at the end of the year

27. The Target Company has no subsidiaries.
28. In terms of the resolution passed by the board of directors of the Target Company on November 27, 2008, the board of directors of the Target Company has declared a payment of an interim dividend of Rs. 8.50 per Share to its Shareholders. The board of directors of the Target Company in the same meeting also authorized / approved the proposed sale of surplus assets of the Target Company, subject to such approvals, as required stating that these assets are lying idle and would not, in any way, affect production or other operations of the Company.

Reason for Acquisition and Open Offer

29. This Open Offer is being made to the Shareholders of Target Company pursuant to Regulations 10 and 12 of the Regulations and other applicable provisions of the Regulations as a result of substantial acquisition of shares and voting rights along with the change in control of the Target Company.
30. The Acquirer acknowledges the potential offered by the power and distribution transformer industry. The Acquirer believes that India is an important territory for the Acquirer and an acquisition of a majority stake in the Target Company will be in line with its strategy to make acquisitions in emerging markets. Given manufacturing operations proximity to two ports and an international airport, the Target Company will provide an excellent platform to establish presence in nearby emerging economies in Middle East and Asia.
31. To the extent required and to optimize the value to all Shareholders, the Acquirer may, subject to applicable Shareholders' consent, enter into any compromise or arrangement, reconstruction, restructuring, merger, rationalizing and/or streamlining of various operations, assets, liabilities, investments, businesses or otherwise of the Target Company. Notwithstanding, the foregoing, the board of directors of Target Company will take appropriate decisions in these matters in line with the requirements of the business and opportunities from time to time. As on the date of this PA, the Acquirer does not have any intentions to dispose of or otherwise encumber any asset of the Target Company in the next two years except in the ordinary course of business of Target Company and except to the extent mentioned above and except for the sale of certain surplus land which may be transferred subject to all applicable law, on an arms length basis and at such value as may be certified by an independent valuer. However, the Acquirer undertakes that it shall not sell, dispose off or otherwise encumber any substantial assets of Target Company, except with the prior approval of the Shareholders of Target Company, where required under applicable law.

Statutory/Other Approvals Required for the Open Offer

32. Other than the approval of the Reserve Bank of India ("**RBI**") for the purchase of the Shares tendered in the Open Offer by the Acquirer and for acquiring the Sale Shares (including by way of a Block Deal) in terms of the SPA, to the best of the knowledge of the Acquirer, there are no other statutory approvals required for the purpose of this Open Offer. However, the Open Offer would be subject to all statutory approvals that may become applicable at a later date. Any requisite approvals from the SEBI and the stock exchanges if required to consummate the transaction in the manner set out under the SPA shall be obtained.
33. Subject to receipt of the prior approval of the RBI, and other applicable approvals and as better detailed in paragraph 11 of this PA, the Acquirer may acquire the Sale Shares by way of a Block Deal. In the event that the Acquirer does not receive approval for the Block Deal within a period of forty five (45) days of the date of application to the RBI for the same, then the Acquirer shall approach the RBI and submit such documents as may be necessary stating therein that purchase of the Sale Shares from the Sellers may be by way of an off- market transaction.
34. In the event RBI provides its consent to the Acquirer to acquire the Sale Shares by way of a Block Deal, but if the approvals of the SEBI and/or the Recognized Stock Exchange, as the case may be, are not obtained within a period of thirty (30) days from the date of the consent obtained from RBI, the Acquirer shall withdraw such applications for the acquisition of the Sale Shares through a Block Deal from the SEBI and/or the Recognized Stock Exchange, as the case may be. Subsequent to such withdrawal, the Acquirer shall if required by applicable Law, approach the RBI and seek amendment of the consent already obtained so as to permit the Acquirer to acquire the Sale Shares through an off market transaction.
35. The Acquirer shall complete all procedures relating to the Open Offer within a period of fifteen (15) days from the closure of the Open Offer.
36. In case of delay, due to non-receipt of statutory approvals, as per Regulation 22(12) of the Regulations, SEBI may, if satisfied that the non-receipt of the approvals was not due to willful default or negligence, grant an extension for the purpose of completion of the Open Offer provided the Acquirer agrees to pay interest to the Shareholders.
37. If the Acquirer fails to obtain the requisite approvals in time due to willful default or neglect or inaction or non-action on the Acquirer's part, the amount deposited by the Acquirer in escrow shall be forfeited in the manner provided in Regulation 28(12)(e) of the Regulations.
38. The Acquirer reserves the right to withdraw the Open Offer in the event of any requisite statutory approvals being refused. In the event of such withdrawal, a public announcement will be made in the same newspapers in which this PA is being made.
39. To the best of the knowledge of the Acquirer, the Acquirer does not require any approvals from financial institutions or banks for the Open Offer.

Continuous Listing

40. Pursuant to the listing norms applicable to the Target Company, the Target Company is required to maintain a minimum public shareholding of 75% of the Equity Capital. If the Open Offer results in the public shareholding in the Target Company being reduced to less than 25% of the Equity Capital, the Acquirer undertakes to comply with the requirements for continuous listing guidelines set out in the Listing Agreement executed between the Target Company and the BSE / NSE as required under Regulation 21(2) of the Regulations. In the event that it is so required under applicable law, the Acquirer shall either sell-down its shareholding in the Target Company or cause the Target Company to make a fresh issue of Shares or in any other manner as the relevant stock exchanges may deem fit, so as to issue additional Shares to the public such that the minimum public shareholding threshold of 25% is maintained within the timeline specified in the said Listing Agreements.

Disclosure in Terms of Regulation 21(2)

41. The Open Offer will not result in public shareholding being reduced to a level below the limit specified in the Listing Agreement with the BSE / NSE for the purpose of listing on continuous basis.

Funding Arrangement for the Open Offer

42. The Acquirer has made firm financial arrangements for financing the acquisition of Shares under the Open Offer, in terms of Regulation 16(xiv) of the Regulations.
43. The maximum consideration payable under this Open Offer, assuming full acceptance, is Rs. 86,23,44,000. The Acquirer has the requisite resources to fund this Open Offer including resources available through credit lines availed by the Acquirer.
44. By way of security for the performance of its obligations under Regulation 28 of the Regulations, the Acquirer has deposited an amount of Rs. 86,23,44,000 being 100% of the consideration payable under this Open Offer (assuming full acceptance), with Citibank N.A, (the "**Escrow Agent**") in an escrow account (the "**Escrow Account**") under the terms of the Escrow agreement dated December 4, 2008 entered into between the Acquirer, the Escrow Agent and the Manager to the Offer ("**Escrow Agreement**").
45. In terms of Regulation 28(4) (a) of the Regulations, the Manager to the Offer has been empowered to operate the Escrow Account, by the Acquirer.
46. Vijay Savla, Partner, M/s Vijay Savla & Co., an independent Chartered Accountant having its address at G-02, D'souza Mansion, J.S. Road, Dahisar (West), Mumbai 400068, has certified vide his letter dated December 5, 2008, that on the basis of information and explanations given by the Acquirer, the Acquirer has adequate resources to meet the financial requirements of the Open Offer.
47. By a certificate dated December 4, 2008, the Acquirer has certified to the Manager to the Offer that it has firm financial arrangements in place to fund its obligations under the Open Offer.
48. On basis of the above, the Manager to the Offer has satisfied itself that the Acquirer has adequate and firm financial arrangements to implement the Open Offer in accordance with the Regulations.

Other terms of this Open Offer

49. This Open Offer is made to all Shareholders (registered or unregistered) of the Target Company, (except the Acquirer and Sellers being parties to the SPA) who own shares prior to the date of closure of the Open Offer.
50. A letter of offer ("**Letter of Offer**") specifying the detailed terms and conditions of this Open Offer along with the Form of Acceptance cum Acknowledgement ("**Form of Acceptance**") and Form of Withdrawal will be mailed to all Shareholders (except the Acquirer and the Sellers) whose names appear on the register of members of the Target Company at the close of business hours as on December 19, 2008 ("**Specified Date**") and to the beneficial owners of the dematerialized Shares, whose names appear as beneficiaries on the records of the respective depositories at the close of business hours on the Specified Date.
51. The Shareholders of the Target Company who wish to tender their Shares pursuant to this Open Offer will be required to communicate their acceptance in the form and manner specified in the Letter of Offer together with their Share certificate(s), transfer deeds, duly filled Form of Acceptance and such other documents as may be specified in the Letter of Offer to Karvy Computershare Private Limited, acting as the Registrar to the Offer ("**Registrar to the Offer**") in accordance with the instructions contained in the Letter of Offer and Form of Acceptance.
52. Shareholders of the Target Company holding Shares in dematerialized form and desirous of participating in this Open Offer may send their application along with the duly filled Form of Acceptance to the Registrar to the Offer, such that the applications are received by the Registrar to the Offer on or before the closing date of this Open Offer, stating the name, address, number of Shares held, number of Shares offered, name of the Depository Participant ("**DP**"), DP ID number, beneficiary account number along with a photocopy of the delivery instruction in "off-market" mode, duly acknowledged by the DP, in favour of a special depository account (details of which are given in paragraph 53 below) to the Registrar to the Offer – Karvy Computershare Private Limited, Telephone number: 91 40 23420815-28, Fax number: 91 40 23431551, Address: Unit Karvy House, 46, Avenue 4 Street no.1, Banjara Hills, Hyderabad 500 034.
53. A special depository account has been opened by the Registrar on behalf of the Acquirer with Citibank N.A. at the National Securities Depositary Limited ("**NSDL**") called "**Karvy INDT- Escrow Demat A/c**". The DPID is IN 300054 and Client ID is 10029303. Shareholders who have their beneficiary account with the Central Depositary Services India Limited must use the inter-depository delivery instruction slip for the purpose of crediting their Shares in favour of the special depository account with NSDL.
54. In case of non-receipt of the Letter of Offer, eligible persons, i.e. Shareholders of the Target Company other than the parties to the SPAs, may send their consent to participate in the Offer to the Registrar to the Offer, on a plain paper stating their name, address, number of Shares held, distinctive numbers, folio number and number of Shares offered along with documents as mentioned above so as to reach the Registrar to the Offer on or before the closure of the Offer (i.e. no later than February 17, 2009), or in case of beneficial owners, they may send the application in writing to the Registrar to the Offer, on a plain paper stating their name, address, number of Shares held, number of Shares offered, DP name, DP ID, beneficiary account number, and a photocopy of the delivery instruction in "Off-market" mode or counterfoil of the delivery instruction in "Off-market" mode, duly acknowledged by the DP, in favor of the special depository account, so as to reach the Registrar to the Offer, on or before the closure of the Offer (i.e. no later than February 17, 2009).
55. Shareholders should ensure credit of their Shares in favor of the depository account above, before the closure of the Open Offer.
56. A copy of the Letter of Offer (including Form of Acceptance) will also be available on SEBI's website (http://www.sebi.gov.in) during the period the Open Offer is open and may also be downloaded from the site. In case of non-receipt of the Letter of Offer, Shareholders may download the same from the SEBI website or obtain a copy of the same from the Manager to the Offer or Registrar to the Offer.
57. Shareholders of the Target Company who wish to accept the Open Offer shall send/deliver the Form of Acceptance along with all of the relevant documents at any of the collection centers of the Registrar to the Offer mentioned below in accordance with the procedure as set out in the Letter of Offer.

	Collection Centre	Address of Collection Centres	Contact Person	Phone No.	Fax	Mode of delivery
1.	Mumbai	Karvy Computershare. Pvt Ltd. 16-22 Bake House Maharashtra Chamber. of Commerce. Lane, Opp. MSC Bank, Fort, Mumbai – 400 023	Ms. Varija Salian	022-66382666	022-66331135	Hand Delivery
2.	New Delhi	Karvy Computershare. Pvt Ltd. 105-108, Arunachal Bldg., 19, Barakhamba Road, New Delhi - 110 001	Mr. Rakesh Kr Jamwal / Vinod Singh Negi	011-43509200	011-23730824	Hand Delivery
3.	Ahmedabad	Karvy Computershare. Pvt Ltd. 201-203, Shail, Opp: Madhusudhan House Behind Girish Cold Drinks Off C G Road Ahmedabad - 380 006	Mr.Aditya Gupta/ Robert Joeboy	079-26400528	079-26565551	Hand Delivery
4.	Chennai	Karvy Computershare. Pvt Ltd. No. 33/1, Venkatraman Street, T.Nagar, Chennai - 600017.	Mr. Gunashekhar	044-28151793/ 1794/ 4781	044-28153181	Hand Delivery
5.	Hyderabad	Karvy Computershare. Pvt Ltd. Plot No 17-24, Vithalrao Nagar, Madhapur, Hyderabad 500 081	Ms. Rinki Sareen	040-23420818	040-23420814	Hand Delivery/ Regd Post
6.	Kolkata	Karvy Computershare. Pvt Ltd. 49, Jatin Das Road, Nr.Deshpriya Park, Kolkatta 700 029	Mr. Sujit Kundu/ Mr. Debnath	033-24644891	033-24644866	Hand Delivery
7.	Bangalore	Karvy Computershare. Pvt Ltd. No.59, Skanda, Putana Road, Basavanagudi Bangalore 560 004	Ms.Sudha/ Aparna	080-26621192	080-26621169	Hand Delivery

The documents can be tendered at the above centres between 10 am to 3 pm from Monday to Friday and between 10 am to 1 pm on Saturday. The centres will be closed on Sundays and Public Holidays.

Registered office address:
Karvy Computershare Private Limited,
Address: Karvy House,
46, Avenue 4, Street No. 1, Banjara Hills, Hyderabad – 500 034.
Tel: (91) - 40-23420815-28. Fax : (91) - 40-23431551. E-mail: murali@karvy.com.
Contact Person: Mr. M. Murali Krishna

58. Persons who have acquired Shares of the Target Company (irrespective of the date of purchase) but whose names do not appear in the Register of Members of the Target Company on the Specified Date or those who have not received the Letter of Offer, may also participate in this Open Offer by submitting an application on a plain paper giving details regarding their shareholding and confirming their agreement to participate in this Open Offer as per the terms and conditions of this Open Offer. Such application should be sent to the Registrar to the Offer together with the relevant Share certificate(s) and transfer deeds (if the Shares are held in physical form) or photocopy of the DP instruction slip duly acknowledged by the DP (in case of Shares held in dematerialized form), the original contract note issued by a registered share broker of a recognized stock exchange through whom such Shares were acquired and/or such other documents as may be specified in the Letter of Offer. No indemnity would be required from unregistered Shareholders.
59. If the Shares tendered in this Open Offer are more than the Shares to be acquired under this Open Offer, the acquisition of Shares from each Shareholder will be on a proportionate basis as per provisions of the Regulation 21(6) of the Regulations such that the acquisition from each Shareholder shall not be less than the minimum marketable lot or the entire holding if it is less than the marketable lot.
60. The Registrar to the Offer will hold all Shares / Share certificates, transfer deed(s) and/or other documents on behalf of the Shareholders of the Target Company who accept this Open Offer in trust till the cheques / drafts for the consideration are dispatched or unaccepted Share certificates / Shares, if any, are dispatched / returned to the relevant Shareholders.
61. The payment of consideration for accepted applications will be made by the Acquirer in cash through account payee cheques, drafts, warrants, etc. sent by registered post for amounts exceeding Rs. 1,500 and otherwise by ordinary post.
62. The unaccepted Share certificates, transfer forms and other documents, if any, would be returned by registered post at the Shareholders' sole risk. Unaccepted Shares held in dematerialized form will be credited back to the beneficial owners' depository account with the respective depository participant as per details received from the beneficial owner in the Form of Acceptance cum Acknowledgement.
63. Shareholders who have sent their Shares for dematerialization need to ensure that the process of getting their Shares dematerialized is completed well in time so that the credit in the special depository account is received on or before the date of closure of the Open Offer (i.e. no later than February 17, 2009), or else their application would be rejected.
64. While tendering the Shares under the Open Offer, Non Resident Indians ("**NRIs**") / Overseas Corporate Bodies ("**OCBs**") / foreign Shareholders will be required to submit the previous RBI approvals (specific or general) that they would have obtained for acquiring the Shares. In case previous RBI approvals are not submitted, the Acquirer reserves the right to reject such Shares.
65. While tendering Shares under the Offer, NRIs / OCBs / foreign Shareholders will be required to submit a tax clearance certificate ("**Tax Clearance Certificate**") from the Income Tax authorities, indicating the amount of tax to be deducted by the Acquirer under the Income Tax Act, 1961 ("**Income Tax Act**"). In case the aforesaid Tax Clearance Certificate is not submitted, the Acquirer will arrange for tax to be deducted at the maximum marginal rate as may be applicable to the category of the Shareholder under the Income Tax Act, on the entire consideration amount payable to such NRIs / OCBs / foreign Shareholders.
66. As per the provisions of Section 196D (2) of the Income Tax Act, no deduction of tax at source shall be made from any income by way of capital gains arising from the transfer of securities referred to in section 115AD of the Income Tax Act payable to a Foreign Institutional Investor as defined in section 115AD of the Income Tax Act. Foreign Institutional Investors should certify ("**FII Declaration**") certain details including the nature of its income under the Income Tax Act (capital gain or otherwise) arising from sale of Shares in the Target Company. In the absence of an FII Declaration to the effect that the Shares are held on investment / capital account basis or where income from the sale of Shares is not capital gains, the Acquirer shall deduct tax at the maximum marginal rate as may be applicable to the category of Shareholder under the Income Tax Act, on the entire consideration amount payable. Foreign Institutional Investors may also submit a Tax Clearance Certificate from the Income Tax authorities while tendering the shares, indicating the amount of tax to be deducted by the Acquirer under the Income Tax Act. Where such Tax Clearance Certificate is provided the Acquirer shall deduct tax in accordance to the same.
67. If there is any interest payable to Shareholders on account of a delay in payment of consideration, the Acquirer will arrange to deduct tax on the interest component, at the rate as may be applicable to the category of such Shareholder under the Income Tax Act.
68. The schedule of activities for this Open Offer is as under:

Activity	Date	Day
Public Announcement Date	December 6, 2008	Saturday
Specified Date*	December 19, 2008	Friday
Last date for a competitive bid, if any	December 27, 2008	Saturday
Date for dispatch of Letter of Offer to the Shareholders of the Target Company	January 19, 2009	Monday
Offer Opens on	January 29, 2009	Thursday
Last date for revising the Offer Price / number of Shares	February 6, 2009	Friday
Last date for withdrawing acceptance of the Offer	February 12, 2009	Thursday
Offer Closes on	February 17, 2009	Tuesday
Last date for communicating acceptance and rejection of applications and payment of consideration for applications accepted	March 4, 2009	Wednesday

** Specified Date is the date for determining the names of the Shareholders to whom the Letter of Offer would be sent, being all Shareholders whose names appear on the Register of Members of the Target Company and as regards the beneficial owners of the dematerialized Shares, whose names appear as beneficiaries on the records of the respective depositories, at the close of business on Friday, December 19, 2008.*

General

69. Shareholders who have accepted the Open Offer by tendering the requisite documents can withdraw the same up to three working days prior to the date of the closure of this Open Offer (i.e. no later than February 12, 2009). Shareholders can exercise their withdrawal option by submitting the documents as per the instructions below, so as to reach the Registrar to the Offer at any of the collection centres mentioned above as per the mode of delivery indicated therein on or before February 12, 2009.
   i. The withdrawal option can be exercised by submitting the form of withdrawal, enclosed with the Letter of Offer.
   ii. In case of non-receipt of form of withdrawal, the withdrawal option can be exercised by making a plain paper application to the Registrar to the Offer along with the following details:
      • In case of Shares held in physical form: name, address, distinctive numbers, folio number, and number of Shares tendered; and
      • In case of dematerialized Shares: name, address, number of Shares offered, DP name, DP ID, beneficiary account number and a photocopy of the delivery instruction in "Off-market" mode or counterfoil of the delivery instruction in "Off-market" mode, duly acknowledged by the DP, in favor of the special depository account.
70. As per the Regulations, the Acquirer can revise the Offer Price upwards up to seven working days prior to the closure of the Open Offer (i.e. no later than February 6, 2009) and the revision, if any, would appear in the same newspapers where this PA has appeared and the revised price would be paid to all Shareholders whose Shares are accepted under the Open Offer.
71. If there is a competitive bid:
   a) The public offers under all the subsisting bids shall close on the same date.
   b) As the offer price cannot be revised during 7 working days prior to the closing date of the offers / bids, it would, therefore, be in the interest of the Shareholders to wait till the commencement of that period to know the final offer price of each bid and tender their acceptance accordingly.
72. The Acquirer, and the Sellers and the Target Company have not been prohibited by SEBI from dealing in securities, in terms of direction issued under Section 11B or any other regulations made under the SEBI Act.
73. This PA will be available on the SEBI website at http://www.sebi.gov.in.
74. Pursuant to Regulation 13 of the Regulations, the Acquirer has appointed Citigroup Global Markets India Private Limited as the Manager to the Offer. The Acquirer has appointed Karvy Computershare Private Limited as the Registrar to the Offer.
75. The board of directors of the Acquirer and the Acquirer accept full responsibility for the information contained in this PA and also accept responsibility for the obligations of the Acquirer laid down in the Regulations.
76. Certain financial details contained in this PA quoted in Rupees are denominated in Mexican currency i.e Mexican Peso. The Rupee equivalent quoted in each case is calculated in accordance with the reference exchange rate quoted on Bloomberg as on December 3, 2008, namely 1 Mexican Peso = Rs. 3.67.

Manager to the Offer	Registrar to the Offer
citi	KARVY
Citigroup Global Markets India Private Ltd 12th Floor, Bakhtawar, Nariman Point, Mumbai- 400 021 Tel No: +91-22-6631 9890 Fax No: + 91-22-6646 6671 Email: indt.openoffer@citi.com Contact Person: Mr. Abhinav Lamba	**Karvy Computershare Private Limited** Unit Karvy House, 46, Avenue 4 Street no.1, Banjara Hills, Hyderabad 500 034 Tel. No: +91-40-2343 0815-28 Fax No: +91-40-2342 1551 Email: indt.openoffer@karvy.com Contact Person: Mr. Murali Krishna

ON BEHALF OF THE ACQUIRER
Prolec GE Internacional, S. de R. L. de C.V.
Address: Blvd. Presidente Carlos Salinas Km. 9.25
Apodaca, Nuevo Leon, Mexico 66600
Tel No: +52 (81) 8040 6615
Fax No: +52 (81) 8040 6618

Date: December 6, 2008
Place: Mumbai