

# BRN Industries Limited

Trustlink International Limited, Trustlink House,  
Mohabeer Mungur Street, Floreal, Mauritius  
Tel: 230 460 0371/460 0372 | Fax: 230 489 3277 |

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February 1, 2021

The Secretary  
**National Stock Exchange of India Ltd.**  
Exchange Plaza, 3rd Floor  
Plot No.3-1 "G" Block, I.F.B. Centre,  
Bandra-Kurla-Complex, Bandra (East)  
Mumbai – 400 051  
Email: [takeover@nse.co.in](mailto:takeover@nse.co.in)

**The Company Secretary**  
Sintercom India Limited  
Gat No.127, at Post Mangrul,  
Taluka Maval (Talegaon Dabhade)  
Pune – 410 507,  
E-mail: [ajoshi@sintercom.co.in](mailto:ajoshi@sintercom.co.in)

Dear Sir/ Madam,

**Subject: Disclosure under Regulation 31 of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations 2011 ("Takeover Regulations")**

This is to inform you that certain members of the promoter and promoter group of Sintercom India Limited ("**Company**"), namely, BRN Industries Limited ("**BRN**"), Miba Sinter Holding GmbH & Co KG and Mr. Jignesh Vasant Rai Raval have entered into a shareholders' agreement dated January 28, 2021 which includes, amongst others, an obligation not to dispose shares in the Company (details specified in the attached form).

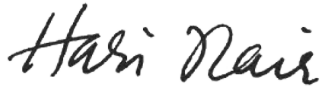
Accordingly, the enclosed disclosure is being made by BRN under Regulation 31 of Takeover Regulations read with Securities and Exchange Board of India's circulars dated August 5, 2015, bearing reference no. CIR/CFD/POLICYCELL/3/2015 and August 7, 2019, bearing reference no. SEBI/HO/CFD/DCR1/CIR/P/2019/90 in relation to the above considering the definition of the term "encumbrance" for the purposes of Chapter V of the Takeover Regulations.

Kindly take the above on record.

Thanking you

Yours faithfully

For **BRN INDUSTRIES LIMITED**

A handwritten signature in black ink that reads "Hari Nair". The signature is written in a cursive style with a horizontal line underneath it.

**Mr. Hari Nair**  
**Authorised Signatory**

**Encl:**

Annexure I under SEBI Circular No. CIR/CFD/POLICYCELL/3/2015 dated August 5, 2015

Annexure II under SEBI Circular No. SEBI/HO/CFD/DCR1/CIR/P/2019/90 dated August 7, 2019



Neha Dave	-	-	-	-	-	-	-	-	-	-	-	-	-
Yagnesh J Trivedi (HUF)	-	-	-	-	-	-	-	-	-	-	-	-	-
Yagnesh Trivedi (HUF)	-	-	-	-	-	-	-	-	-	-	-	-	-
Y J Trivedi & Co	-	-	-	-	-	-	-	-	-	-	-	-	-
M/s. Vasantraai and Company	-	-	-	-	-	-	-	-	-	-	-	-	-
Abhay Nevagi & Associates	-	-	-	-	-	-	-	-	-	-	-	-	-
ANA Cyber Forensic Services Pvt Ltd	-	-	-	-	-	-	-	-	-	-	-	-	-
XINREN INFORMATION TECHNOLOGIES PRIVATE LIMITED	-	-	-	-	-	-	-	-	-	-	-	-	-
Team 2 Logistics	-	-	-	-	-	-	-	-	-	-	-	-	-
Anitar Investments LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Miba AG	-	-	-	-	-	-	-	-	-	-	-	-	-
Mitterbauer Beteiligungs AG	-	-	-	-	-	-	-	-	-	-	-	-	-
Mitterbauer Privatstiftung	-	-	-	-	-	-	-	-	-	-	-	-	-
Miba Sinter Austria GmbH	-	-	-	-	-	-	-	-	-	-	-	-	-
Miba Sinter Slovakia s.r.o	-	-	-	-	-	-	-	-	-	-	-	-	-
Miba Deutschland GmbH	-	-	-	-	-	-	-	-	-	-	-	-	-
Miba Italia s.r.l	-	-	-	-	-	-	-	-	-	-	-	-	-
Miba France Sarl	-	-	-	-	-	-	-	-	-	-	-	-	-
Miba Sinter USA LLC	-	-	-	-	-	-	-	-	-	-	-	-	-
Miba Sinter Brazil S.A.	-	-	-	-	-	-	-	-	-	-	-	-	-
Miba China Holding GmbH	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>1,58,76,822</b>	<b>65.60</b>	<b>2,00,000</b>	<b>0.83</b>	-	-	-	-	95,52,700	39.47	-	<b>97,52,700</b>	<b>40.30</b>

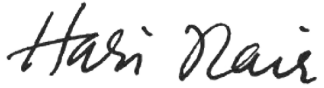
**Note:** Miba Sinter Holding GmbH & Co KG (“**Miba**”), BRN Industries Limited (“**BRN**”), and Mr. Jignesh Vasantraai Raval (“**JVR**”), members of the promoter and promoter group of Sintercom India Limited (“**Company**”) have entered into a shareholders’ agreement dated January 28, 2021 (“**SHA**”). Pursuant to the SHA, BRN has agreed not to dilute its aggregate shareholding in the Company or transfer or sell or encumber or pledge any part of its shareholding in the Company, whenever acquired, in any manner, except in terms of the SHA. However, BRN has a right to transfer its shareholding in the Company to any of its group companies, in accordance with the terms of the SHA. Additionally, the SHA contemplates mutual rights of tag along, drag along, and first refusal between Miba and BRN, subject to specified conditions, which may also qualify as an encumbrance and is therefore being disclosed out of abundant caution.

\*The names of all the promoters, their shareholding in the target company and their pledged shareholding as on the reporting date should appear in the table irrespective of whether they are reporting on the date of event or not.

\*\* For example, for the purpose of collateral for loans taken by the company, personal borrowing, third party pledge, etc.

\*\*\*This would include name of both the lender and the trustee who may hold shares directly or on behalf of the lender.

For **BRN INDUSTRIES LIMITED**

A handwritten signature in black ink that reads "Hari Nair". The signature is written in a cursive, flowing style.

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**Mr. Hari Nair**  
**Authorised Signatory**

**Place: Chicago, USA**

**Date: 01-02-2021**

## ANNEXURE - II

**Format for disclosure of reasons for encumbrance**  
(In addition to Annexure - I prescribed by way of circular dated August 05, 2015)

Name of listed company	Sintercom India Limited
Name of the recognised stock exchanges where the shares of the company are listed	National Stock Exchange of India Limited
Name of the promoter(s) / PACs whose shares have been encumbered	BRN INDUSTRIES LIMITED
Total promoter shareholding in the listed company	No. of shares: 1,58,76,820 % of total share capital: 65.60%
Encumbered shares as a % of promoter shareholding	60.17%
Whether encumbered share is 50% or more of promoter shareholding	YES / <del>NO</del> (Please refer to the <b>Note</b> below.)
Whether encumbered share is 20% or more of total share capital	YES / <del>NO</del>

**DETAILS OF ALL THE EXISTING EVENTS/ AGREEMENTS PERTAINING TO ENCUMBRANCE**

		<b>Encumbrance</b> (Date of creation of encumbrance: January 28, 2021)
Type of encumbrance (pledge, lien, negative lien, non-disposal undertaking etc. or any other covenant, transaction, condition or arrangement in the nature of encumbrance)		Non disposal undertaking. Please refer to the <b>Note</b> below.
No. and % of shares encumbered		No. of shares: 95,52,700 % of total share capital: 39.47%
Specific details about the encumbrance	Name of the entity in whose favour shares encumbered (X)	Please see the <b>Note</b> below
	Whether the entity X is a scheduled commercial bank, public financial institution, NBFC or housing finance company? If No, provide the nature of the business of the entity.	<del>YES</del> / NO
	Names of all other entities in the agreement	Please refer to the <b>Note</b> below.
	Whether the encumbrance is relating to any debt instruments viz. debenture, commercial paper, certificate of deposit etc.? If yes, provide details about the instrument, including credit rating	<del>YES</del> / NO If yes, 1. <b>Name of the issuer:</b> Not applicable 2. <b>Details of the debt instrument:</b> Not applicable 3. <b>Whether the debt instrument is listed on stock exchanges?:</b> Not applicable 4. <b>Credit Rating of the debt instrument:</b> Not applicable 5. <b>ISIN of the instrument:</b> Not applicable
Security Cover / Asset Cover	Value of shares on the date of event / agreement (A)	Not applicable. Please refer to the <b>Note</b> below.
	Amount involved (against which shares have been encumbered) (B)	Not applicable. Please refer to the <b>Note</b> below.
	Ratio of A / B	Not applicable. Please refer to the <b>Note</b> below.

End money use of	Borrowed amount to be utilized for what purpose – (a) Personal use by promoters and PACs (b) For the benefit of listed company Provide details including amount, purpose of raising money by listed company, schedule for utilization of amount, repayment schedule etc. (c) Any other reason (please specify)	Not applicable. Please refer to the <b>Note</b> below.
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**Note:** Miba Sinter Holding GmbH & Co KG (“**Miba**”), BRN Industries Limited (“**BRN**”), and Mr Jignesh Vasant Rai (“**JVR**”), members of the promoter and promoter group of Sintercom India Limited (“**Company**”) have entered into a shareholders’ agreement dated January 28, 2021 (“**SHA**”). Pursuant to the SHA, BRN has agreed not to dilute its aggregate shareholding in the Company or transfer or sell or encumber or pledge any part of its shareholding in the Company, whenever acquired, in any manner, except in terms of the SHA. However, BRN has a right to transfer its shareholding in the Company to any of its group companies, in accordance with the terms of the SHA. Additionally, the SHA contemplates mutual rights of tag along, drag along, and first refusal between Miba and BRN, subject to specified conditions, which may also qualify as an encumbrance and is therefore being disclosed out of abundant caution.

As the SHA contains non-disposal obligations on all the parties (which are disclosed in their respective disclosures), the shares that are subject to the non-disposal undertaking aggregates to 64.76% of the total share capital of the Company.

For **BRN INDUSTRIES LIMITED**




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**Mr. Hari Nair**  
**Authorised Signatory**

**Place: Chicago, USA**

**Date: 01-02-2021**