

**THE COMPANIES ACT, 2013  
(COMPANY LIMITED BY SHARES)  
ARTICLES OF ASSOCIATION  
OF  
SINTERCOM INDIA LIMITED**

<b>Sr. No</b>	<b>Particulars</b>	
<b>1.</b>	No regulation contained in Table "F" in the First Schedule to Companies Act, 2013 shall apply to this Company but the regulations for the management of the Company and for the observance of the Members thereof and their representatives shall be as set out in the relevant provisions of the Companies Act, 2013 and subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of or addition to its regulations by Special Resolution as prescribed by the said Companies Act, 2013 be such as are contained in these Articles unless the same are repugnant or contrary to the provisions of the Companies Act, 2013 or any amendment thereto.	<b>Table F not Applicable</b>
	<b>Interpretation Clause</b>	
<b>2.</b>	In the interpretation of these Articles, the following expressions shall have the following meanings unless repugnant to the subject or context:	
	(a) "Act" means the Companies Act, 2013 and includes any statutory modification or re-enactment thereof for the time being in force.	<b>Act</b>
	(b) "Affiliate" in relation to any Party shall mean an entity that controls, is controlled by, or is under common control with that Party, as the case maybe;  The term " <b>control</b> " and its cognate variations, in relation to an entity means the	<b>Affiliate</b>



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Mr. Tignesh Raval (DIN: 01591000)  
Address:- The Balmoral Estate, Flat No. B-901

Sr. No	Particulars	
	right to appoint majority of the directors or to control the management or policy decisions of such entity, exercisable by a person or persons acting individually or in concert, direct or indirectly, by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner, provided that a director or officer of an entity shall not be considered to be in control over such entity merely by virtue of holding such position.	
	(c) "Amended and Re-stated SHA" means the amended and restated shareholder's agreement executed by the Parties on 21 August 2023.	<b>Amended and Re-stated SHA</b>
	(d) "Applicable Law" shall mean any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, guideline, agreement with the relevant stock exchange, policy, requirement or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority, whether in effect in India as on 21 August 2023 or thereafter, and in each case as amended from time to time.	<b>Applicable Law</b>
	(e) "Articles" means Articles of Association for the time being in force or as may be altered from time to time vide Special Resolution.	<b>Articles</b>
	(f) "Auditors" means and includes those persons appointed as such for the time being of the Company.	<b>Auditors</b>



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<b>Sr. No</b>	<b>Particulars</b>	
	(g) "Board" shall mean the board of directors of the Company as constituted from time to time.	<b>Board</b>
	(h) "BRN" shall mean BRN Industries Limited.	<b>BRN</b>
	(i) "Business" means the business of manufacturing medium to high density sintered components for automotive engine, powertrain, exhaust systems and other systems as well as sensor components and includes the projects currently undertaken by and / or awarded to the Company.	<b>Business</b>
	(j) "Capital" means the share capital for the time being, raised or authorized to be raised for the purpose of the Company.	<b>Capital</b>
	(k) "Company" shall mean SINTERCOM INDIA LIMITED.	<b>Company</b>
	(l) "Competitor" shall mean any Person that directly or indirectly (through an Affiliate or otherwise) is engaged in, owns, manages, operates, has an interest or control in, has participated as an employee or director or in any other capacity in a business similar to the business of the Company and/or any Person that has, directly or indirectly, (whether through an Affiliate or otherwise) (i) participated as an investor; and/or (ii) holds ownership interests, shares, securities and/or voting rights in, a Competitor.	<b>Competitor</b>
	(m) "Confidential Information" shall mean all non-public information (in any form, i.e., electronic, oral, written or otherwise) that these Articles or a Party designates as being confidential, or which, under the circumstances of disclosure ought to be	<b>Confidential Information</b>



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	<p>treated as confidential and it includes, without limitation, the terms and conditions of these Articles, information relating to the financial and accounting books and records of the Company, marketing or promotion of any product or services of the Company, business policies or practices, customer lists, information about customers, potential customers or suppliers of information, trade secrets, source codes, documentation, technology or information received from others that a Party is obligated to treat as confidential.</p>	



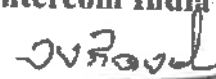
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(n) "Director" shall mean a member of the Board of the Company for the time being so appointed.	<b>Director</b>
(o) "Executor" or "Administrator" means a person who has obtained a probate or letter of administration, as the case may be from a court of competent jurisdiction and shall include a holder of a succession certificate authorizing the holder thereof to negotiate or transfer the share or shares of the deceased Member and shall also include the holder of a certificate granted by the Administrator General under Section 31 of the Administrator General Act, 1963.	<b>Executor or Administrator</b>
(p) "Legal Representative" means a person who in law represents the estate of a deceased Member.	<b>Legal Representative</b>
(q) Words importing the masculine gender also include the feminine gender.	<b>Gender</b>
(r) "Independent Director" shall have the meaning ascribed to it under the Act.	<b>Independent Director</b>
(s) "In Writing" and "Written" includes printing lithography and other modes of representing or reproducing words in a visible form.	<b>In Writing and Written</b>
(t) "Member" shall mean a person whose name is entered in the Register of Members of the Company.	<b>Member</b>
(u) The marginal notes hereto shall not affect the construction thereof.	<b>Marginal notes</b>
(v) "Meeting" or "General Meeting" means a meeting of Members of the Company.	<b>Meeting or General Meeting</b>
(w) "MIBA" shall mean Miba Sinter Holding GmbH & Co KG.	<b>MIBA</b>

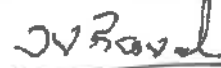
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	(x) "Month" means a calendar month.	<b>Month</b>
	(y) "Mr. Jignesh Raval" shall mean Mr. Jignesh Vasantrai Raval.	<b>Mr. Jignesh Raval</b>
	(z) "Annual General Meeting" means a General Meeting of the Members held in accordance with the provision of Section 96 of the Act.	<b>Annual General Meeting</b>
	(aa) "Extra-Ordinary General Meeting" means a General Meeting of the Members other than an Annual General Meeting duly called and constituted and any adjourned holding thereof.	<b>Extra-Ordinary General Meeting</b>

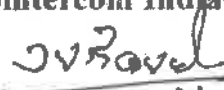
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	(bb) "National Holiday" means and includes a day declared as National Holiday by the Central Government.	<b>National Holiday</b>
	(cc) "Non-retiring Directors" means a Director not subject to retirement by rotation.	<b>Non-retiring Directors</b>
	(dd) "Office" means the registered Office for the time being of the Company.	<b>Office</b>
	(ee) "Ordinary Resolution" and "Special Resolution" shall have the meanings assigned thereto by Section 114 of the Act.	<b>Ordinary and Special Resolution</b>
	(ff) "Parties" shall mean MIBA, BRN and Mr. Jignesh Raval as defined in these Articles.	<b>Parties</b>
	(gg) "Person" shall be deemed to include any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, government authority or trust or any other entity or organization.	<b>Person</b>
	(hh) "Proxy" means an instrument whereby any person is authorized to vote for a Member at General Meeting or Poll and includes attorney duly constituted under the power of attorney.	<b>Proxy</b>
	(ii) "The Register of Members" means the Register of Members to be kept pursuant to Section 88(1)(a) of the Act.	<b>Register of Members</b>
	(jj) "Seal" means the common seal for the time being of the Company.	<b>Seal</b>

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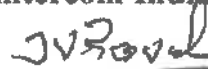


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	(kk) "Sintered Components" means sintered components manufactured by the Company which are more particularly described in the Amended and Restated SHA.	<b>Sintered Components</b>
	(ll) Words importing the Singular number include where the context admits or requires the plural number and vice versa.	<b>Singular number</b>
	(mm) The "Statutes" means the Companies Act, 2013 and every other Act for the time being in force affecting the Company.	<b>Statutes</b>
	(nn) "These presents" means the Memorandum of Association and the Articles of Association as originally framed or as altered from time to time.	<b>These presents</b>
	(oo) "Variation" shall include abrogation; and "vary" shall include abrogate.	<b>Variation</b>
	(pp) "Year" means the calendar year and "Financial Year" shall have the meaning assigned thereto by Section 2(41) of the Act.	<b>Year and Financial Year</b>
	Save as aforesaid any words and expressions contained in these Articles shall bear the same meanings as in the Act or any statutory modifications thereof for the time being in force.	<b>Expressions in the Act to bear the same meaning in Articles</b>
	<b>CAPITAL</b>	
<b>3.</b>	The Authorized Share Capital of the Company shall be such amount as may be mentioned in Clause V of Memorandum of Association of the Company from time to time.	<b>Authorized Capital</b>

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8

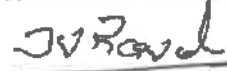


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4.	The Company may in General Meeting from time to time by Ordinary Resolution increase its Capital by creation of new shares which may be unclassified and may be classified at the time of issue in one or more classes and of such amount or amounts as may be deemed expedient. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the resolution shall prescribe and in particular, such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a right of voting at General Meeting of the Company in conformity with Section 47 of the Act. Whenever the Capital of the Company has been increased under the provisions of this Article, the Directors shall comply with the provisions of Section 64 of the Act.	<b>Increase of Capital by the Company how carried into effect</b>
5.	Except so far as otherwise provided by the conditions of issue or by these presents, any Capital raised by the creation of new shares shall be considered as part of the existing Capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.	<b>New Capital same as existing Capital</b>
6.	The Board shall have the power to issue a part of authorized capital by way of non-voting shares at price(s) premia, dividends, eligibility, volume, quantum, proportion and other terms and conditions as they deem fit, subject however to provisions of law, rules, regulations, notifications and enforceable guidelines for the time being in force.	<b>Non voting shares</b>
7.	Subject to the provisions of the Act and these	<b>Redeemable</b>

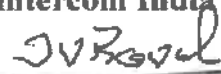
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	Articles, the Board may issue redeemable preference shares to such persons, on such terms and conditions and at such times as Directors think fit either at premium or at par, and with full power to give any person the option to call for or be allotted shares of the Company either at premium or at par, such option being exercisable at such times and for such consideration as the Board thinks fit.	<b>preference shares</b>
<b>8.</b>	The holder of preference shares shall have a right to vote only on resolutions, which directly affect the rights attached to their preference shares.	<b>Voting rights of preference shares</b>
<b>9.</b>	<p>On the issue of redeemable preference shares under the provisions of Article 7 hereof, the following provisions-shall take effect:</p> <p>(a) No such shares shall be redeemed except out of profits which would otherwise be available for dividend or out of proceeds of a fresh issue of shares made for the purpose of the redemption;</p> <p>(b) No such shares shall be redeemed unless they are fully paid;</p> <p>(c) Subject to Section 55(2)(d)(i) the premium, if any payable on redemption shall have been provided for out of the profits of the Company or out of the Company's security premium account, before the shares are redeemed;</p> <p>(d) Where any such shares are redeemed otherwise then out of the proceeds of a fresh issue, there shall out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called "the Capital Redemption Reserve Account", a sum</p>	<b>Provisions to apply on issue of redeemable preference shares</b>

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	<p>equal to the nominal amount of the shares redeemed, and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 55 of the Act apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company; and</p> <p>(e) Subject to the provisions of Section 55 of the Act, the redemption of preference shares hereunder may be effected in accordance with the terms and conditions of their issue and in the absence of any specific terms and conditions in that behalf, in such manner as the Directors may think fit. The reduction of preference shares under the provisions by the Company shall not be taken as reducing the amount of its Authorized Share Capital</p>	
<b>10.</b>	<p>The Company may (subject to the provisions of Sections 52, 55, 66, and other applicable provisions, if any, of the Act) from time to time by Special Resolution reduce</p> <p>(a) the share capital;</p> <p>(b) any capital redemption reserve account; or</p> <p>(c) any security premium account</p> <p>in any manner for the time being, authorized by law and in particular capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power the Company would have, if it were omitted.</p>	<b>Reduction of capital</b>
<b>11.</b>	<p>Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on</p>	<b>Debentures</b>

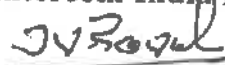
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	condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the General Meeting by a Special Resolution.	
12.	The Company may exercise the powers of issuing sweat equity shares conferred by Section 54 of the Act of a class of shares already issued subject to such conditions as may be specified in Section 54 and rules framed thereunder.	<b>Issue of sweat equity shares</b>
13.	The Company may issue shares to employees including its Directors other than Independent Directors and such other persons as the rules may allow, under Employee Stock Option Scheme (ESOP) or any other scheme, if authorized by a Special Resolution of the Company in General Meeting subject to the provisions of the Act, the rules and applicable guidelines made there under, by whatever name called.	<b>ESOP</b>
14.	Notwithstanding anything contained in these Articles but subject to the provisions of Sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the Company may purchase its own shares or other specified securities.	<b>Buy back of shares</b>
15.	Subject to the provisions of Section 61 of the Act, the Company in General Meeting may, from time to time, sub-divide or consolidate all or any of the share capital into shares of	<b>Consolidation, sub-division and cancellation</b>

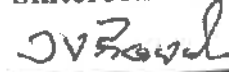
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	larger amount than its existing share or sub-divide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum of Association of the Company; subject nevertheless, to the provisions of clause (d) of sub-section (1) of Section 61; Subject as aforesaid the Company in General Meeting may also cancel shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.	
16.	Subject to compliance with applicable provision of the Act and rules framed thereunder, the Company shall have power to issue depository receipts in any foreign country.	<b>Issue of depository receipts</b>
17.	Subject to compliance with applicable provision of the Act and rules framed thereunder, the Company shall have power to issue any kind of securities as permitted to be issued under the Act and rules framed thereunder.	<b>Issue of securities</b>
	<b>MODIFICATION OF CLASS RIGHTS</b>	
18.	(a) If at any time the share capital, by reason of the issue of preference shares or otherwise is divided into different classes of shares, all or any of the rights privileges attached to any class (unless otherwise provided by the terms of issue of the shares of the class) may, subject to the provisions of Section 48 of the Act and whether or not the Company is being wound-up, be varied, modified or dealt, with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a	<b>Modification of rights</b>

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	<p>separate General Meeting of the holders of the shares of that class. The provisions of these Articles relating to General Meetings shall mutatis mutandis apply to every such separate class of meeting.</p> <p>Provided that if variation by one class of shareholders affects the rights of any other class of shareholders, the consent of three-fourths of such other class of shareholders shall also be obtained and the provisions of this Article shall apply to such variation.</p>	
	<p>(b) The rights conferred upon the holders of the shares including preference share, if any of any class issued with preferred or other rights or privileges shall, unless otherwise expressly provided by the terms of the issue of shares of that class, be deemed not to be modified, commuted, affected, abrogated, dealt with or varied by the creation or issue of further shares ranking <i>pari passu</i> therewith.</p>	<p><b>New issue of shares not to affect rights attached to existing shares of that class</b></p>
19.	<p>Subject to the provisions of Section 62 of the Act and these Articles, the shares in the capital of the Company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit and with the sanction of the Company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the Company on payment in full or part of any property sold and transferred or for any services rendered</p>	<p><b>Shares at the disposal of the Directors</b></p>

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	to the Company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares.	
<b>20.</b>	The Company may issue shares or other securities in any manner whatsoever including by way of a preferential offer, to any persons whether or not those persons include the persons referred to in clause (a) or clause (b) of sub-section (1) of Section 62 subject to compliance with Section 42 and 62 of the Act and rules framed thereunder.	<b>Power to issue shares on preferential basis</b>
<b>21.</b>	The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner hereinbefore mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.	<b>Shares should be numbered progressively and no share to be subdivided</b>
<b>22.</b>	An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is in the Register of Members shall for the purposes of these Articles, be a Member.	<b>Acceptance of shares</b>
<b>23.</b>	Subject to the provisions of the Act and these Articles, the Directors may allot and issue shares in the Capital of the Company as payment or part payment for any property (including goodwill of any business) sold or transferred, goods or machinery supplied or for services rendered to the Company either in or about the formation or promotion of the Company or the conduct of its business	<b>Directors may allot shares as full paid-up</b>

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	and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than in cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares as aforesaid.	
<b>24.</b>	The money (if any) which the Board shall on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them shall become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him, accordingly.	<b>Deposit and call etc. to be a debt payable immediately</b>
<b>25.</b>	Every Member, or his heirs, Executors, Administrators, or Legal Representatives, shall pay to the Company the portion of the Capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts at such time or times, and in such manner as the Board shall, from time to time in accordance with the Company's regulations, require on date fixed for the payment thereof.	<b>Liability of Members</b>
<b>26.</b>	Shares may be registered in the name of any limited company or other corporate body but not in the name of a firm, an insolvent person or a person of unsound mind.	<b>Registration of shares</b>
	<b>RETURN ON ALLOTMENTS TO BE MADE OR RESTRICTIONS ON ALLOTMENT</b>	
<b>27.</b>	The Board shall observe the restrictions as regards allotment of shares to the public, and as regards return on allotments contained in Section 39 of the Act.	
	<b>CERTIFICATES</b>	

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28.	<p>(a) Every Member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as provided in the relevant laws) to several certificates, each for one or more of such shares and the Company shall complete and have ready for delivery such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application for registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the Seal of the Company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the Directors may prescribe or approve, provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one of several joint holders shall be sufficient delivery to all such holder. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in cases of issues against letter of acceptance or of renunciation or in cases of issue of bonus shares. Every such certificate shall be issued under the Seal of the</p>	<b>Share certificates</b>
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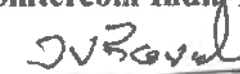
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Company, which shall be affixed in the presence of two Directors or persons acting on behalf of the Directors under a duly registered power of attorney and the secretary or some other person appointed by the Board for the purpose and two Directors or their attorneys and the secretary or other person shall sign the share certificate, provided that if the composition of the Board permits of it, at least one of the aforesaid two Directors shall be a person other than a managing or whole-time Director. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person, to whom it has been issued, indicating the date of issue.

- (b) Any two or more joint allottees of shares shall, for the purpose of this Article, be treated as a single Member, and the certificate of any shares which may be the subject of joint ownership, may be delivered to any one of such joint owners on behalf of all of them. For any further certificate, the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupees Fifty. The Company shall comply with the provisions of Section 39 of the Act.
- (c) A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp provided that the Director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.

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18



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<p><b>29.</b></p>	<p>If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the Company and on execution of such indemnity as the Company deem adequate, being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. Every certificate under this Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.50/- for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer.</p> <p>Provided that notwithstanding what is stated above, the Directors shall comply with such rules or regulation or requirements of any stock exchange or the rules made under the Act or the rules made under the Securities Contracts (Regulation) Act, 1956, or any other act, or rules applicable in this behalf.</p> <p>The provisions of this Article shall mutatis mutandis apply to debentures of the Company.</p>	<p><b>Issue of new certificates in place of those defaced, lost or destroyed</b></p>
<p><b>30.</b></p>	<p>(a) If any share stands in the names of two or more persons, the person first named in the Register of Members shall as regard receipts of dividends or bonus or service of notices and all or any other matter connected with the Company except voting</p>	<p><b>The first named joint holder deemed sole holder</b></p>

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	at Meetings, and the transfer of the shares, be deemed sole holder thereof but the joint-holders of a share shall be severally as well as jointly liable for the payment of all calls and other payments due in respect of such share and for all incidentals thereof according to the Company's regulations.	
	(b) The Company shall not be bound to register more than three persons as the joint holders of any share.	<b>Maximum number of joint holders</b>
<b>31.</b>	Except as ordered by a court of competent jurisdiction or as by law required, the Company shall not be bound to recognise any equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person from time to time registered as the holder thereof but the Board shall be at liberty at its sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.	<b>Company not bound to recognise any interest in share other than that of registered holders</b>
<b>32.</b>	If by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by installment, every such installment shall when due be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his Legal Representative.	<b>Installment on shares to be duly paid</b>
	<b>UNDERWRITING AND BROKERAGE</b>	
<b>33.</b>	Subject to the provisions of Section 40(6) of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing, to subscribe	<b>Commission</b>

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	(whether absolutely or conditionally) for any shares or debentures in the Company, or procuring, or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares or debentures in the Company but so that the commission shall not exceed the maximum rates laid down by the Act and the rules made in that regard. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.	
<b>34.</b>	The Company may pay on any issue of shares and debentures such brokerage as may be reasonable and lawful.	<b>Brokerage</b>
	<b>CALLS</b>	
<b>35.</b>	<p>(1) The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board and not by a circular resolution, make such calls as it thinks fit, upon the Members in respect of all the moneys unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the persons and at the time and places appointed by the Board.</p> <p>(2) A call may be revoked or postponed at the discretion of the Board.</p> <p>(3) A call may be made payable by installments.</p>	<b>Directors may make calls</b>
<b>36.</b>	Fifteen days' notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person	<b>Notice of calls</b>

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	or persons to whom such call shall be paid.	
<b>37.</b>	A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed and may be made payable by the Members whose names appear on the Register of Members on such date or at the discretion of the Directors on such subsequent date as may be fixed by Directors.	<b>Calls to date from resolution</b>
<b>38.</b>	Whenever any calls for further share capital are made on shares, such calls shall be made on uniform basis on all shares falling under the same class. For the purposes of this Article, shares of the same nominal value of which different amounts have been paid up shall not be deemed to fall under the same class.	<b>Calls on uniform basis</b>
<b>39.</b>	The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call and may extend such time as to all or any of the Members who on account of the residence at a distance or other cause, which the Board may deem fairly entitled to such extension, but no Member shall be entitled to such extension save as a matter of grace and favour.	<b>Directors may extend time</b>
<b>40.</b>	If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board not exceeding 21% per annum but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any	<b>Calls to carry interest</b>

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	such Member.	
<b>41.</b>	If by the terms of issue of any share or otherwise, any amount is made payable at any fixed time or by installments at fixed time (whether on account of the amount of the share or by way of premium), every such amount or installment shall be payable as if it were a call duly made by the Directors and of which due notice has been given and all the provisions herein contained in respect of calls shall apply to such amount or installment accordingly.	<b>Sums deemed to be calls</b>
<b>42.</b>	On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the Member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, at or subsequent to the date at which the money is sought to be recovered is alleged to have become due on the share in respect of which such money is sought to be recovered in the minute books: and that notice of such call was duly given to the Member or his representatives used in pursuance of these Articles: and that it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.	<b>Proof on trial of suit for money due on shares</b>
<b>43.</b>	Neither a judgment nor a decree in favour of	<b>Judgment, decree,</b>



	<p>the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction thereunder nor the receipt by the Company of a portion of any money which shall from time to time be due from any Member of the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce forfeiture of such shares as hereinafter provided.</p>	<p><b>partial payment notto proceed for forfeiture</b></p>
44.	<p>(a) The Board may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the amounts of his respective shares beyond the sums, actually called up and upon the moneys so paid in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made the Board may pay or allow interest, at such rate as the Member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months' notice in writing: provided that moneys paid in advance of calls on shares may carry interest but shall not confer a right to dividend or to participate in profits.</p> <p>(b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable. The</p>	<p><b>Payments in anticipation of calls may carry interest</b></p>

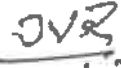
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	provisions of this Article shall mutatis mutandis apply to calls on debentures issued by the Company.	
	<b>LIEN</b>	
<b>45.</b>	The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed, the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause.	<b>Company to have lien on shares</b>
<b>46.</b>	For the purpose of enforcing such lien, the Directors may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such Member or the person (if any) entitled by transmission to the shares and default shall have been made by him in payment, fulfillment of discharge of such debts, liabilities or engagements for	<b>As to enforcing lien by sale</b>

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25

  
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	seven days after such notice. To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof and purchaser shall be registered as the holder of the shares comprised in any such transfer. Upon any such sale, the certificates in respect of the shares sold shall stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new certificate or certificates in lieu thereof to the purchaser or purchasers concerned.	
47.	The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.	<b>Application of proceeds of sale</b>
	<b>COVENANTS OF BRN AND MR JIGNESH RAVAL</b>	
48.	BRN expressly undertakes that it shall procure and maintain the full force, effect and validity of all necessary approvals, licenses and permits for carrying on its business effectively in the places and in the manner in which such business is now carried on.	<b>Licenses, approvals and permits</b>
49.	BRN shall conduct its business and corporate affairs in all respects in accordance with their Memorandum of Association, these Articles and in accordance with the Applicable Law.	<b>Compliance with Applicable Law</b>

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<b>50.</b>	BRN enter into any agreement that is inconsistent with or otherwise conflicts with the provisions of these Articles.	<b>Conflicting agreements</b>
<b>51.</b>	Mr. Jignesh Raval as a shareholder of the Company agrees and undertakes that for a period of 4 (four) years from 21 August 2023, he shall not directly or indirectly (whether through another company or otherwise) in any manner compete with the existing Business of the Company in India or open a production facility engaging in Sintered Components in India or advise act as consultant for or otherwise be interested in any other person or company which carries on a business in India which is the same as or similar to the Company's present Business.	<b>Non-competition</b>
<b>COVENANTS OF MIBA</b>		
<b>52.</b>	MIBA acknowledges and agrees that it has permitted the Company to project MIBA's position as a shareholder of the Company and project the agreement entered into by the Parties in this regard, as a joint venture between MIBA and the Company for marketing and other purposes.	<b>Use of name</b>
<b>53.</b>	MIBA agrees that MIBA and the Company have signed technology transfer agreements dated 19 January 2011 and 20 July 2018 where under MIBA has transferred certain technology to the Company as per terms and conditions mentioned in the said agreements. In case MIBA's technology is required for the Business in future, MIBA and the Company will enter into good faith discussions on the way forward and negotiate revised terms of technology	<b>Technology transfer</b>

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	transfer which is in the interest of the Company and the Parties.	
<b>54.</b>	MIBA agrees and undertakes that for a period of 4 (four) years from 21 August 2023, it shall not directly or indirectly (whether through another company or otherwise) in any manner compete with the existing Business of the Company in India or open a production facility engaging in Sintered Components in India or advise, act as consultant for or otherwise be interested in any other person or company which carries on a business in India which is the same as or similar to the Company's present Business.	<b>Non-competition</b>
	<b>FORFEITURE AND SURRENDER OF SHARES</b>	
<b>55.</b>	If any Member fails to pay the whole or any part of any call or installment or any moneys due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, the Directors may, at any time thereafter, during such time as the call or installment or any part thereof or other moneys as aforesaid remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such Member or on the person (if any) entitled to the shares by transmission, requiring him to pay such call or installment of such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all reasonable expenses (legal or otherwise) that may have been accrued by the Company by reason of such non-payment. Provided that no such shares shall be forfeited if any moneys shall remain unpaid in respect of	<b>If call or installment not paid, notice may be given</b>

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20.3

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	any call or installment or any part thereof as aforesaid by reason of the delay occasioned in payment due to the necessity of complying with the provisions contained in the relevant exchange control laws or other applicable laws of India, for the time being in force.	
56.	<p>The notice shall name a day (not being less than fourteen days from the date of notice) and a place or places on and at which such call or installment and such interest thereon as the Directors shall determine from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid.</p> <p>The notice shall also state that, in the event of the non-payment at or before the time and at the place or places appointed, the shares in respect of which the call was made or installment is payable will be liable to be forfeited.</p>	<b>Terms of notice</b>
57.	If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter but before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.	<b>On default of payment, shares to be forfeited</b>
58.	When any shares have been forfeited, notice of the forfeiture shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof shall forthwith be made in the Register of	<b>Notice of forfeiture to a Member</b>

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29



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	Members.	
59.	Any shares so forfeited, shall be deemed to be the property of the Company and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board in their absolute discretion shall think fit.	<b>Forfeited shares to be property of the Company and may be sold etc.</b>
60.	Any Member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment, at such rate as the Board may determine and the Board may enforce the payment of the whole or a portion thereof as if it were a new call made at the date of the forfeiture, but shall not be under any obligation to do so.	<b>Members still liable to pay money owing at time of forfeiture and interest</b>
61.	The forfeiture shares shall involve extinction at the time of the forfeiture, of all interest in all claims and demand against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.	<b>Effect of forfeiture</b>
62.	A declaration in writing that the declarant is a Director or secretary of the Company and that shares in the Company have been duly forfeited in accordance with these Articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.	<b>Evidence of forfeiture</b>

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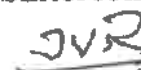


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63.	The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share and he shall not be bound to see the application of the consideration: if any, nor shall his title to the share be affected by any irregularly or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the shares.	<b>Title of purchaser and allottee of forfeited shares</b>
64.	Upon any sale, re-allotment or other disposal under the provisions of the preceding Article, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting Member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto.	<b>Cancellation of share certificate in respect of forfeited shares</b>
65.	In the meantime and until any share so forfeited shall be sold, re-allotted, or otherwise dealt with as aforesaid, the forfeiture thereof may, at the discretion and by a resolution of the Directors, be remitted as a matter of grace and favour, and not as was owing thereon to the Company at the time of forfeiture being declared with interest for the same unto the time of the actual payment thereof if the Directors shall think fit to receive the same, or on any other terms which the Director may deem reasonable.	<b>Forfeiture may be remitted</b>

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31



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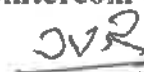
<b>66.</b>	Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the shares sold, and the purchasers shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register of Members in respect of such shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.	<b>Validity of sale</b>
<b>67.</b>	The Directors may, subject to the provisions of the Act, accept a surrender of any share from or by any Member desirous of surrendering on such terms the Directors may think fit.	<b>Surrender of shares</b>
<b>TRANSFER AND TRANSMISSION OF SHARES</b>		
<b>68.</b>	<p>(a) The instrument of transfer of any share in or debenture of the Company shall be executed by or on behalf of both the transferor and transferee.</p> <p>(b) The transferor shall be deemed to remain a holder of the share or debenture until the name of the transferee is entered in the Register of Members or register of debenture holders in respect thereof.</p>	<b>Execution of the instrument of shares</b>
<b>69.</b>	The instrument of transfer of any share or debenture shall be in writing and all the provisions of Section 56 and statutory	<b>Transfer form</b>

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	<p>modification thereof including other applicable provisions of the Act shall be duly complied with in respect of all transfers of shares or debenture and registration thereof.</p> <p>The instrument of transfer shall be in a common form approved by the exchange;</p>	
70.	<p>The Company shall not register a transfer in the Company other than the transfer between persons both of whose names are entered as holders of beneficial interest in the records of a depository, unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation if any, of the transferee, has been delivered to the Company along with the certificate relating to the shares or if no such share certificate is in existence along with the letter of allotment of the shares: Provided that where, on an application in writing made to the Company by the transferee and bearing the stamp, required for an instrument of transfer, it is proved to the satisfaction of the Board that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost, the Company may register the transfer on such terms as to indemnity as the Board may think fit, provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder any person to whom the right to any shares in the Company has been transmitted by operation of law.</p>	<p><b>Transfer not to be registered except on production of instrument of transfer</b></p>
71.	<p>Subject to the provisions of Section 58 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956, the</p>	<p><b>Directors may refuse to register transfer</b></p>

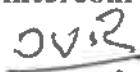
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	<p>Directors may, decline to register—</p> <p>(a) any transfer of shares on which the Company has a lien.</p> <p>That registration of transfer shall however not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever.</p>	
72.	<p>If the Company refuses to register the transfer of any share or transmission of any right therein, the Company shall within one month from the date on which the instrument of transfer or intimation of transmission was lodged with the Company, send notice of refusal to the transferee and transferor or to the person giving intimation of the transmission, as the case may be, and there upon the provisions of Section 56 of the Act or any statutory modification thereof for the time being in force shall apply.</p>	<p><b>Notice of refusal to be given to transferor and transferee</b></p>
73.	<p>No fee shall be charged for registration of transfer, transmission, probate, succession certificate and letter of administration, certificate of death or marriage, power of attorney or similar other document with the Company.</p>	<p><b>No fee on transfer</b></p>
74.	<p>The Board shall have power on giving not less than seven days previous notice in accordance with Section 91 and rules made thereunder to close the Register of Members and/or the register of debentures holders and/or other security holders at such time or times and for such period or periods, not exceeding thirty days at a time, and not exceeding in the aggregate forty five days at a time, and not exceeding in the aggregate forty five days in each year as it may seem</p>	<p><b>Closure of Register of Members or debenture holder or other security holders</b></p>

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	expedient to the Board.	
75.	The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer which the Directors may decline to register shall on demand be returned to the persons depositing the same. The Directors may cause to be destroyed all the transfer deeds with the Company after such period as they may determine.	<b>Custody of transfer deeds</b>
76.	Where an application of transfer relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.	<b>Application for transfer of partly paid shares</b>
77.	For this purpose the notice to the transferee shall be deemed to have been duly given if it is dispatched by prepaid registered post/speed post/ courier to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered in the ordinary course of post.	<b>Notice to transferee</b>
78.	<p>(a) On the death of a Member, the survivor or survivors, where the Member was a joint holder, and his nominee or nominees or Legal Representatives where he was a sole holder, shall be the only person recognized by the Company as having any title to his interest in the shares.</p> <p>(b) Before recognising any Executor or Administrator or Legal Representative, the Board may require him to obtain a</p>	<b>Recognition of Legal Representative</b>

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	<p>grant of probate or letters of administration or other legal representation as the case may be, from some competent court in India.</p> <p>Provided nevertheless that in any case where the Board in its absolute discretion thinks fit, it shall be lawful for the Board to dispense with the production of probate or letter of administration or such other legal representation upon such terms as to indemnity or otherwise, as the Board in its absolute discretion, may consider adequate.</p> <p>(c) Nothing in clause (a) above shall release the estate of the deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.</p>	
79.	<p>The Executors or Administrators of a deceased Member or holders of a succession certificate or the Legal Representatives in respect of the shares of a deceased Member (not being one of two or more joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such Members, and the Company shall not be bound to recognize such Executors or Administrators or holders of succession certificate or the Legal Representative unless such Executors or Administrators or Legal Representative shall have first obtained probate or letters of administration or succession certificate as the case may be from a duly constituted court in the Union of India provided that in any case where the Board in its absolute discretion thinks fit, the Board upon such terms as to indemnity or otherwise as the</p>	<p><b>Titles of shares of deceased Member</b></p>

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	Directors may deem proper dispense with production of probate or letters of administration or succession certificate and register shares standing in the name of a deceased Member, as a Member. However, provisions of this Article are subject to Section 72 of the Act.	
<b>80.</b>	Where, in case of partly paid shares, an application for registration is made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of Section 56 of the Act.	<b>Notice of application when to be given</b>
<b>81.</b>	Subject to the provisions of the Act and these Articles, any person becoming entitled to any share in consequence of the death, lunacy, bankruptcy, insolvency of any Member or by any lawful means other than by a transfer in accordance with these presents, may, with the consent of the Directors (which they shall not be under any obligation to give) upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of this title as the Director shall require either be registered as Member in respect of such shares or elect to have some person nominated by him and approved by the Directors registered as Member in respect of such shares; provided nevertheless that if such person shall elect to have his nominee registered he shall testify his election by executing in favour of his nominee an instrument of transfer in accordance so he shall not be freed from any liability in respect of such shares. This clause is hereinafter referred to as the 'Transmission Clause'.	<b>Registration of persons entitled to share otherwise than by transfer (transmission clause)</b>

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37

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82.	Subject to the provisions of the Act and these Articles, the Directors shall have the same right to refuse or suspend register a person entitled by the transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration.	<b>Refusal to register nominee</b>
83.	Every transmission of a share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or until or unless an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity.	<b>Board may require evidence of transmission</b>
84.	The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made, or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register or Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred thereto in any book of the Company and the Company shall not be bound or require to regard or attend or give effect to any notice which may be given to them of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the	<b>Company not liable for disregard of a notice prohibiting registration of transfer</b>

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	Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors shall so think fit.	
<b>85.</b>	In the case of any share registered in any register maintained outside India the instrument of transfer shall be in a form recognized by the law of the place where the register is maintained but subject thereto shall be as near to the form prescribed in Form no. SH-4 hereof as circumstances permit.	<b>Form of transfer outside India</b>
<b>86.</b>	No transfer shall be made to any minor, insolvent or person of unsound mind.	<b>No transfer to insolvent etc.</b>
<b>87.</b>	Each Party agrees and acknowledges that the other Party shall have the right to freely transfer their shares in the Company to any Person (including a Competitor), without any restriction whatsoever subject to compliance with Applicable Laws including the rules and regulations of the Securities and Exchange Board of India, the Reserve Bank of India and provisions of Foreign Exchange Management Act, 1999 (including rules and regulations framed therein).	<b>Free transferability of shares</b>
<b>88.</b>	Except in the event that: (i) all Parties are transferring their entire shareholding in the Company to a proposed transferee in a composite sale transaction, or (ii) any one Party is acquiring all of the shareholding of all other Parties in the Company, or (iii) any Party is selling any of its shares on the floor of the stock exchange / through the stock exchange mechanism (in a non-negotiated transaction without a specifically identified buyer), no Party shall transfer any shares	<b>Deed of adherence</b>

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39

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	<p>unless and until the proposed-transferee of shares accedes to the Amended and Restated SHA as a "Party" by duly signing and delivering to each Party a deed of adherence substantially in the form of as mutually agreed between the Parties, and wherein the transferee shall agree, inter alia, to benefit from all of the rights and be bound by all of the obligations of the transferring Party under the Amended and Restated SHA and these Articles. For the avoidance of doubt, so long as any Party holds any shares in the Company, it shall continue to be bound by the provisions of these Articles.</p>	
<b>89.</b>	<p>Notwithstanding anything contained in these Articles, and to the extent permissible under Applicable Law, if at any time, any the Parties propose to sell and transfer all or any portion of their respective shares in the Company to any proposed transferee (including a Competitor) and such proposed transferee is willing to purchase all or any portion of the shares of the other Party(ies), then each of the other Parties has the right but not the obligation to sell and transfer all or any portion of their respective shares in the Company to such proposed transferee. In the event that any mandatory open offer is triggered under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, for acquisition of shares of the Company, the Parties shall, if eligible as per Applicable Laws, be entitled but not obligated to participate in such open offer.</p>	<b>No obligation to sell</b>
<b>90.</b>	<p>Nothing in these Articles shall restrict the ability of the Parties to freely trade listed shares and, in addition, list additional shares</p>	<b>Trading of freely listed shares</b>

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	in the equity market subject to Applicable Law and usual course Board decisions on the same.	
	<b>NOMINATION</b>	
<b>91.</b>	<p>i) Notwithstanding anything contained in these Articles, every holder of securities of the Company may, at any time, nominate a person in whom his/her securities shall vest in the event of his/her death and the provisions of Section 72 of the Act shall apply in respect of such nomination.</p> <p>ii) No person shall be recognized by the Company as a nominee unless an intimation of the appointment of the said person as nominee has been given to the Company during the lifetime of the holder(s) of the securities of the Company in the manner specified under Section 72 of the Act read with Rule 19 of the Companies (Share Capital and Debentures) Rules, 2014.</p> <p>iii) The Company shall not be in any way responsible for transferring the securities consequent upon such nomination.</p> <p>iv) If the holder(s) of the securities survive(s) nominee, then the nomination made by the holder(s) shall be of no effect and shall automatically stand revoked.</p>	<b>Nomination</b>
<b>92.</b>	<p>A nominee, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either-</p> <p>(i) to be registered himself as holder of the</p>	<b>Transmission of securities nominee by</b>

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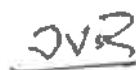
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	<p>security, as the case may be; or</p> <p>(ii) to make such transfer of the security, as the case may be, as the deceased security holder, could have made;</p> <p>(iii) if the nominee elects to be registered as holder of the security, himself, as the case may be, he shall deliver or send to the Company, a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased security holder as the case may be;</p> <p>(iv) a nominee shall be entitled to the same dividends and other advantages to which he would be entitled to, if he were the registered holder of the security except that he shall not, before being registered as a Member in respect of his security, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.</p> <p>Provided further that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share or debenture, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable or rights accruing in respect of the share or debenture, until the requirements of the notice have been complied with.</p>	
	<b>DEMATERIALISATION OF SHARES</b>	
<b>93.</b>	Subject to the provisions of the Act and rules made thereunder, the Company may offer its Members, facility to hold securities issued by	<b>Dematerialisation of securities</b>

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	it in dematerialized form.	
	<b>JOINT HOLDER</b>	
<b>94.</b>	Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint shareholders with benefits of survivorship subject to the following and other provisions contained in these Articles.	<b>Joint holders</b>
<b>95.</b>	(a) The joint holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.	<b>Joint and several liabilities for all payments in respect of shares</b>
	(b) on the death of any such joint holders, the survivor or survivors shall be the only person recognized by the Company as having any title to the share but the Board may require such evidence of death as it may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability of shares held by them jointly with any other person;	<b>Title of survivors</b>
	(c) Any one of two or more joint holders of a share may give effectual receipts of any dividends or other moneys payable in respect of share; and	<b>Receipts of one sufficient</b>
	(d) only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share or to receive documents from the Company and any such document served on or sent to such person shall deemed to be service on all	<b>Delivery of certificate and giving of notices to first named holders</b>


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	the holders.	
	<b>SHARE WARRANTS</b>	
<b>96.</b>	The Company may issue warrants subject to and in accordance with provisions of the Act and accordingly the Board may in its discretion with respect to any share which is fully paid upon application in writing signed by the persons registered as holder of the share, and authenticated by such evidence(if any) as the Board may, from time to time, require as to the identity of the persons signing the application and on receiving the certificate (if any) of the share, and the amount of the stamp duty on the warrant and such fee as the Board may, from time to time, require, issue a share warrant.	<b>Power to issue share warrants</b>
<b>97.</b>	<p>(a) The bearer of a share warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for call in a meeting of the Company, and of attending and voting and exercising the other privileges of a Member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the share included in the deposit warrant.</p> <p>(b) Not more than one person shall be recognized as depositor of the share warrant.</p> <p>(c) The Company shall, on two day's written notice, return the deposited share warrant to the depositor.</p>	<b>Deposit of share warrants</b>

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98.	<p>(a) Subject as herein otherwise expressly provided, no person, being a bearer of a share warrant, shall sign a requisition for calling a meeting of the Company or attend or vote or exercise any other privileges of a Member at a meeting of the Company, or be entitled to receive any notice from the Company.</p> <p>(b) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the holder of the share included in the warrant, and he shall be a Member of the Company.</p>	<b>Privileges and disabilities of the holders of share warrant</b>
99.	The Board may, from time to time, make bye-laws as to terms on which (if it shall think fit), a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.	<b>Issue of new share warrant coupons</b>
	<b>CONVERSION OF SHARES INTO STOCK</b>	
100.	<p>The Company may, by Ordinary Resolution in General Meeting.</p> <p>a) convert any fully paid-up shares into stock; and</p> <p>b) re-convert any stock into fully paid-up shares of any denomination.</p>	<b>Conversion of shares into stock or reconversion</b>
101.	The holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulation under which the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit, provided that, the Board may, from time to time, fix the	<b>Transfer of stock</b>

	minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.	
<b>102.</b>	The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, participation in profits, voting at meetings of the Company, and other matters, as if they hold the shares for which the stock arose but no such privilege or advantage shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.	<b>Rights of stock holders</b>
<b>103.</b>	Such of the regulations of the Company (other than those relating to share warrants), as are applicable to paid up share shall apply to stock and the words "share" and "shareholders" in those regulations shall include "stock" and "stockholders" respectively.	<b>Regulations</b>
	<b>BORROWING POWERS</b>	
<b>104.</b>	Subject to the provisions of the Act and these Articles, the Board may, from time to time at its discretion, by a resolution passed at a meeting of the Board generally raise or borrow money by way of deposits, loans, overdrafts, cash credit or by issue of bonds, debentures or debenture-stock (perpetual or otherwise) or in any other manner, or from any person, firm, company, co-operative society, any body corporate, bank, institution, whether incorporated in India or abroad, Government or any authority or any other body for the purpose of the Company and may secure the payment of any sums of money so received, raised or borrowed;	<b>Power to borrow</b>

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46

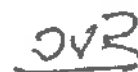
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	provided that the total amount borrowed by the Company (apart from temporary loans obtained from the Company's bankers in the ordinary course of business) shall not without the consent of the Company in General Meeting exceed the aggregate of the paid up capital of the Company and its free reserves that is to say reserves not set apart for any specified purpose.	
<b>105.</b>	Subject to the provisions of the Act and these Articles, any bonds, debentures, debenture-stock or any other securities may be issued at a discount, premium or otherwise and with any special privileges and conditions as to redemption, surrender, allotment of shares, appointment of Directors or otherwise; provided that debentures with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.	<b>Issue of discount etc. or with special privileges</b>
<b>106.</b>	The payment and/or repayment of moneys borrowed or raised as aforesaid or any moneys owing otherwise or debts due from the Company may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit, and in particular by mortgage, charter, lien or any other security upon all or any of the assets or property (both present and future) or the undertaking of the Company including its uncalled capital for the time being, or by a guarantee by any Director, Government or third party, and the bonds, debentures and debenture stocks and other securities may be made assignable, free from equities between the Company and the person to whom the same may be issued and also by a similar mortgage, charge or lien to	<b>Securing payment or repayment of moneys borrowed</b>

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47



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	secure and guarantee, the performance by the Company or any other person or company of any obligation undertaken by the Company or any person or Company as the case may be.	
<b>107.</b>	Any bonds, debentures, debenture-stock or other securities issued or to be issued by the Company shall be under the control of the Board who may issue them upon such terms and conditions, and in such manner and for such consideration as they shall consider to be for the benefit of the Company.	<b>Bonds, debentures etc. to be under the control of the Directors</b>
<b>108.</b>	If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors shall subject to the provisions of the Act and these Articles make calls on the Members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed.	<b>Mortgage of uncalled capital</b>
<b>109.</b>	Subject to the provisions of the Act and these Articles, if the Directors or any of them or any other person shall incur or be about to incur any liability whether as principal or surety for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.	<b>Indemnity may be given</b>
<b>110.</b>	Post 21 August 2023, neither Party shall be obligated to infuse any funds or capital into the Company. In the event that the Company determines that it needs to raise additional capital or funds to meet its requirements,	<b>Future funding</b>

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48



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	the Company shall be entitled to raise equity or borrow money from a third party upon such terms and conditions as the Company may decide. The Parties, however, will not be obligated to provide any security or guarantee to the third party for securing such borrowing or fund raise by the Company. The Parties hereby agree and acknowledge that any such capital or fund raised by the Company may have a potential dilutive effect on the shareholding of the respective Parties in the Company.	
	<b>MEETINGS OF MEMBERS</b>	
<b>111.</b>	All the General Meetings of the Company other than Annual General Meetings shall be called Extra-ordinary General Meetings.	<b>Distinction between AGM &amp; EGM</b>
<b>112.</b>	(a) The Directors may, whenever they think fit, convene an Extra-Ordinary General Meeting and they shall on requisition of Members made in compliance with Section 100 of the Act, forthwith proceed to convene Extra-Ordinary General Meeting of the Members	<b>Extra-Ordinary General Meeting by Board and by requisition</b>
	(b) If at any time there are not within India sufficient Directors capable of acting to form a quorum, or if the number of Directors be reduced in number to less than the minimum number of Directors prescribed by these Articles and the continuing Directors fail or neglect to increase the number of Directors to that number or to convene a General Meeting, any Director or any two or more Members of the Company holding not less than one-tenth of the total paid up share capital of the Company may call for an Extra-Ordinary General Meeting in the same manner as nearly	<b>When a Director or any two Members may call an Extra Ordinary General Meeting</b>



	as possible as that in which meeting may be called by the Directors.	
<b>113.</b>	No General Meeting, Annual or Extraordinary shall be competent to enter upon, discuss or transfer any business which has not been mentioned in the notice or notices upon which it was convened.	<b>Meeting not to transact business not mentioned in notice</b>
<b>114.</b>	The Chairman (if any) of the Board shall be entitled to take the chair at every General Meeting, whether Annual or Extra-Ordinary. If there is no such chairman of the Board, or if at any Meeting he is not present within fifteen minutes of the time appointed for holding such Meeting or if he is unable or unwilling to take the chair, then the Members present shall elect another Director as chairman, and if no Director be present or if all the Directors present decline to take the chair then the Members present shall elect one of the Members to be the Chairman of the Meeting.	<b>Chairman of General Meeting</b>
<b>115.</b>	No business, except the election of a chairman, shall be discussed at any General Meeting whilst the chair is vacant.	<b>Business confined to election of chairman whilst chair is vacant</b>
<b>116.</b>	<p>a) The chairperson may, with the consent of any Meeting at which a quorum is present, and shall, if so directed by the Meeting, adjourn the Meeting from time to time and from place to place.</p> <p>b) No business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.</p> <p>c) When a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given as in the case of</p>	<b>Chairman with consent may adjourn Meeting</b>

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	<p>an original Meeting.</p> <p>d) Save as aforesaid, and as provided in Section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.</p>	
<b>117.</b>	In the case of an equality of votes the chairman shall both on a show of hands, on a poll (if any) and e-voting, have casting vote in addition to the vote or votes to which he may be entitled as a Member.	<b>Chairman's casting vote</b>
<b>118.</b>	Any poll duly demanded on the election of chairman of the Meeting or any question of adjournment shall be taken at the Meeting forthwith.	<b>In what case poll taken without adjournment</b>
<b>119.</b>	The demand for a poll except on the question of the election of the chairman and of an adjournment shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which the poll has been demanded.	<b>Demand for poll not to prevent transaction of other business</b>
	<b>VOTES OF MEMBERS</b>	
<b>120.</b>	No Member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands, upon a poll or electronically, or be reckoned in a quorum in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised, any right or lien.	<b>Members in arrears not to vote</b>
<b>121.</b>	Subject to the provision of these Articles and without prejudice to any special privileges, or restrictions as to voting for the time being	<b>Number of votes each Member entitled</b>

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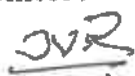
	attached to any class of shares for the time being forming part of the capital of the Company, every Member, not disqualified by the last preceding Article shall be entitled to be present, and to speak and to vote at such Meeting, and on a show of hands every Member present in person shall have one vote and upon a poll the voting right of every Member present in person or by proxy shall be in proportion to his share of the paid-up equity share capital of the Company, Provided, however, if any preference shareholder is present at any Meeting of the Company, save as provided in sub-section (2) of Section 47 of the Act, he shall have a right to vote only on resolution placed before the Meeting which directly affect the rights attached to his preference shares.	
<b>122.</b>	On a poll taken at a Meeting of the Company, a Member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.	<b>Casting of votes by a Member entitled to more than one vote</b>
<b>123.</b>	A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, or a minor may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.	<b>Vote of Member of unsound mind and of minor</b>
<b>124.</b>	Notwithstanding anything contained in the provisions of the Act, and the rules made thereunder, the Company may, and in the case of resolutions relating to such business as may be prescribed by such authorities from time to time, declare to be conducted only by postal ballot, shall, get any such	<b>Postal ballot</b>

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	business/ resolutions passed by means of postal ballot, instead of transacting the business in the General Meeting of the Company.	
<b>125.</b>	A Member may exercise his vote at a Meeting by electronic means in accordance with Section 108 and shall vote only once.	<b>E-voting</b>
<b>126.</b>	<p>a) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. If more than one of the said persons remain present, then the senior shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint holders shall be entitled to be present at the Meeting. Several Executors or Administrators of a deceased Member in whose name share stands shall for the purpose of these Articles be deemed joints holders thereof.</p> <p>b) For this purpose, seniority shall be determined by the order in which the names stand in the Register of Members.</p>	<b>Votes of joint Members</b>
<b>127.</b>	Votes may be given either personally or by attorney or by proxy or in case of a company, by a representative duly authorised as mentioned in these Articles.	<b>Votes may be given by proxy or by representative</b>
<b>128.</b>	A body corporate (whether a company within the meaning of the Act or not) may, if it is Member or creditor of the Company (including being a holder of debentures) authorise such person by resolution of its Board, as it thinks fit, in accordance with the provisions of Section 113 of the Act to act as its representative at any meeting of the Members or creditors of the Company or	<b>Representation of a body corporate</b>



	debentures holders of the Company. A person authorised by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate as if it were an individual Member, creditor or holder of debentures of the Company.	
<b>129.</b>	(a) A Member paying the whole or a part of the amount remaining unpaid on any share held by him although no part of that amount has been called up, shall not be entitled to any voting rights in respect of the moneys paid until the same would, but for this payment, become presently payable.	<b>Members paying money in advance</b>
	(b) A Member is not prohibited from exercising his voting rights on the ground that he has not held his shares or interest in the Company for any specified period preceding the date on which the vote was taken.	<b>Members not prohibited if share not held for any specified period</b>
<b>130.</b>	Any person entitled under Article 80 (transmission clause) to transfer any share may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that at least forty-eight hours before the time of holding the Meeting or adjourned Meeting, as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnify (if any) as the Directors may require or the Directors shall have previously admitted his right to vote at such Meeting in respect thereof.	<b>Votes in respect of shares of deceased or insolvent Members</b>
<b>131.</b>	No Member shall be entitled to vote on a show of hands unless such Member is present personally or by attorney or is a	<b>No votes by proxy on show of hands</b>

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54



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	body Corporate present by a representative duly authorised under the provisions of the Act in which case such Members, attorney or representative may vote on a show of hands as if he were a Member of the Company. In the case of a body corporate, the production at the Meeting of a copy of such resolution duly signed by a Director or secretary of such body corporate and certified by him as being a true copy of the resolution shall be accepted by the Company as sufficient evidence of the authority of the appointment.	
<b>132.</b>	The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.	<b>Appointment of a proxy</b>
<b>133.</b>	An instrument appointing a proxy shall be in the form as prescribed in the rules made under Section 105.	<b>Form of proxy</b>
<b>134.</b>	A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the Member, or revocation of the proxy or of any power of attorney which such proxy signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have	<b>Validity of votes given by proxy notwithstanding death of a Member</b>

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55



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	been received at the office before the Meeting or adjourned Meeting at which the proxy is used.	
<b>135.</b>	No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such Meeting shall be valid for all purposes.	<b>Time for objections to votes</b>
<b>136.</b>	Any such objection raised to the qualification of any voter in due time shall be referred to the chairperson of the Meeting, whose decision shall be final and conclusive.	<b>Chairperson of the Meeting to be the judge of validity of any vote</b>
	<b>DIRECTORS</b>	
<b>137.</b>	<p>(1) Until otherwise determined by a General Meeting of the Company and subject to the provisions of Section 149 of the Act, the Board of the Company shall comprise of a maximum of 6 (six) Directors.</p> <p>(2) So long as: (i) each of BRN GROUP and MIBA continues to hold at least 10% of the equity shareholding of the Company, and (ii) MIBA holds less than 50% of the equity shareholding of the Company then, BRN GROUP shall be entitled to nominate 2 (two) Directors ("<b>BRN's Nominee Directors</b>"), and MIBA shall be entitled to nominate 1 (one) Director ("<b>MIBA's Nominee Directors</b>").</p>	<b>Number of Directors</b>
<b>138.</b>	A Director of the Company shall not be bound to hold any qualification shares in the Company.	<b>Qualification shares</b>
<b>139.</b>	(1) In the event MIBA or BRN GROUP wishes to remove the Director nominated	<b>Nomination rights</b>

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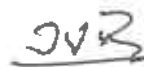
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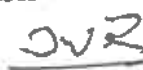
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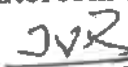
	<p>by it, it shall notify the other Party that such Director no longer represents MIBA or BRN GROUP, as the case may be, and each Party shall use all of its respective best efforts promptly and in good faith to take or cause to be taken, all actions to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable, including voting its respective shares, in order to ensure that such Company Director is removed from the Company's Board as promptly as practicable.</p> <p>(2) In the event MIBA or BRN GROUP removes the Director nominated by it as contemplated in Article 138(1) above, MIBA or BRN GROUP, as the case may be, will nominate a new Director. The appointment of such new Director shall be subject to prior consent of MIBA (in case of a Director nominated by BRN Group) and BRN Group (in case of a Director nominated by MIBA). If the nominated Director is approved as above, then each Party shall use all of its respective best efforts promptly and in good faith to take or cause to be taken, all actions to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable including voting its respective Shares, in order to ensure that such nominee of MIBA or BRN GROUP is seated on the Company's Board as a full voting rights invested Director.</p>	
<b>140.</b>	The appointment of MIBA's Nominee Directors as well as BRN's Nominee Directors (collectively referred to as the <b>"Shareholder's Nominee Directors"</b> )	<b>Tenure of office of Directors</b>



	shall be on non-rotational basis, i.e., the Directors shall not be liable to retire by rotation.	
<b>141.</b>	<p>(a) Subject to the provisions of the Act and notwithstanding anything to the contrary contained in these Articles, the Board may appoint any person as a Director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement.</p> <p>(b) The nominee Director/s so appointed shall not be required to hold any qualification shares in the Company nor shall be liable to retire by rotation. The Board of the Company shall have no power to remove from office the nominee Director/s so appointed. The said nominee Director/s shall be entitled to the same rights and privileges including receiving of notices, copies of the minutes, sitting fees, etc. as any other Director of the Company is entitled.</p> <p>(c) If the Nominee Director/s is an officer of any of the financial institution the sitting fees in relation to such nominee Directors shall accrue to such financial institution and the same accordingly be paid by the Company to them. The financial institution shall be entitled to depute observer to attend the meetings of the Board or any other committee constituted by the Board.</p> <p>(d) The nominee Director/s shall, notwithstanding anything to the contrary contained in these Articles, be at liberty to disclose any information obtained by him/them to the financial</p>	<b>Nominee Directors</b>



	institution appointing him/them as such Director/s.	
<b>142.</b>	<p>(1) The Board may appoint an alternate Director to act for a Director (hereinafter called "<b>The Original Director</b>") during his absence for a period of not less than three months from India. An alternate Director appointed under this Article shall not hold office for period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to India. If the term of office of the Original Director is determined before he so returns to India, any provision in the Act or in these Articles for the automatic re-appointment of retiring Director in default of another appointment shall apply to the Original Director and not to the alternate Director.</p> <p>(2) On the request of MIBA nominated or BRN GROUP nominated Directors, the Board may appoint a person as his/her alternate Director during his absence for a period of not less than 3 (three) months from India as more particularly mentioned in the provisions of Section 161 (2) of the Act.</p>	<b>Appointment of alternate Director</b>
<b>143.</b>	Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint any other person to be an additional Director. Any such additional Director shall hold office only upto the date of the next Annual General Meeting.	<b>Additional Director</b>
<b>144.</b>	Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint a Director, if the	<b>Directors power to fill casual vacancies</b>



	office of any Director appointed by the Company in General Meeting is vacated before his term of office expires in the normal course, who shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated by him.	
<b>145.</b>	Until otherwise determined by the Company in General Meeting, each Director other than the managing/whole-time Director (unless otherwise specifically provided for) shall be entitled to sitting fees not exceeding a sum prescribed in the Act (as may be amended from time to time) for attending meetings of the Board or committees thereof.	<b>Sitting fees</b>
<b>146.</b>	The Board of Directors may subject to the limitations provided in the Act allow and pay to any Director who attends a meeting at a place other than his usual place of residence for the purpose of attending a meeting, such sum as the Board may consider fair, compensation for travelling, hotel and other incidental expenses properly incurred by him, in addition to his fee for attending such meeting as above specified.	<b>Travelling expenses incurred by Director on Company's business</b>
	<b>PROCEEDING OF THE BOARD OF DIRECTORS</b>	
<b>147.</b>	(a) The Board may meet for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.  (b) A Director may, and the manager or secretary on the requisition of a Director shall, at any time, summon a meeting of the Board.	<b>Meetings of Directors</b>
<b>148.</b>	a) The Directors may from time to time elect from among their members a	<b>Chairperson</b>

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	<p>chairperson of the Board and determine the period for which he is to hold office. If at any meeting of the Board, the chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of the Directors then present to preside at the meeting.</p> <p>b) Subject to Section 203 of the Act and rules made there under, one person can act as the chairman as well as the managing Director or chief executive officer at the same time.</p>	
<b>149.</b>	Questions arising at any meeting of the Board shall be decided by a majority of votes and in the case of an equality of votes, the chairman will have a second or casting vote.	<b>Questions at Board meeting how decided</b>
<b>150.</b>	The continuing Directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that fixed for the quorum, or of summoning a General Meeting of the Company, but for no other purpose.	<b>Continuing Directors may act notwithstanding any vacancy in the Board</b>
<b>151.</b>	Subject to the provisions of the Act, the Board may delegate any of their powers to a committee consisting of such member or members of its body as it thinks fit, and it may from time to time revoke and discharge any such committee either wholly or in part and either as to person, or purposes, but every committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board. All acts	<b>Directors may appoint committee</b>

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61



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	done by any such committee in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.	
<b>152.</b>	The Meetings and proceedings of any such committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.	<b>Committee meetings how to be governed</b>
<b>153.</b>	<p>a) A committee may elect a chairperson of its meetings.</p> <p>b) If no such chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be chairperson of the meeting.</p>	<b>Chairperson of committee meetings</b>
<b>154.</b>	<p>a) A committee may meet and adjourn as it thinks fit.</p> <p>b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the chairperson shall have a second or casting vote.</p>	<b>Meetings of the committee</b>
<b>155.</b>	Subject to the provisions of the Act, all acts done by any meeting of the Board or by a committee of the Board, or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of	<b>Acts of Board or committee shall be valid notwithstanding defect in</b>

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	such Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director.	<b>appointment</b>
	<b>RETIREMENT AND ROTATION OF DIRECTORS</b>	
<b>156.</b>	Subject to the provisions of Section 161 of the Act, if the office of any Director appointed by the Company in General Meeting vacated before his term of office will expire in the normal course, the resulting casual vacancy may in default of and subject to any regulation in the Articles of the Company be filled by the Board at the meeting of the Board and the Director so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if had not been vacated as aforesaid.	<b>Power to fill casual vacancy</b>
	<b>POWERS OF THE BOARD</b>	
<b>157.</b>	The business of the Company shall be managed by the Board who may exercise all such powers of the Company and do all such acts and things as may be necessary, unless otherwise restricted by the Act, or by any other law or by the Memorandum of Association or by these Articles required to be exercised by the Company in General Meeting. However, no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had	<b>Powers of the Board</b>

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	not been made.	
<b>158.</b>	Without prejudice to the general powers conferred by these Articles and so as not in any way to limit or restrict these powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in these Articles, it is hereby declared that the Directors shall have the following powers, that is to say	<b>Certain powers of the Board</b>
	(1) Subject to the provisions of the Act, to purchase or otherwise acquire any lands, buildings, machinery, premises, property, effects, assets, rights, creditors, royalties, business and goodwill of any person firm or company carrying on the business which this Company is authorised to carry on, in any part of India.	<b>To acquire any property, rights etc.</b>
	(2) Subject to the provisions of the Act, to purchase, take on lease for any term or terms of years, or otherwise acquire any land or lands, with or without buildings and out-houses thereon, situate in any part of India, at such conditions as the Directors may think fit, and in any such purchase, lease or acquisition to accept such title as the Directors may believe, or may be advised to be reasonably satisfy.	<b>To take on lease</b>
	(3) To erect and construct, on the said land or lands, buildings, houses, warehouses and sheds and to alter, extend and improve the same, to let or lease the property of the Company, in part or in whole for such rent and subject to such conditions, as may be thought advisable; to sell such portions of the land or buildings of the Company as	<b>To erect &amp; construct</b>

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64

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	may not be required for the Company; to mortgage the whole or any portion of the property of the Company for the purposes of the Company; to sell all or any portion of the machinery or stores belonging to the Company.	
	(4) At their discretion and subject to the provisions of the Act, the Directors may pay property rights or privileges acquired by, or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company, and any such share may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.	<b>To pay for property</b>
	(5) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other moveable property of the Company either separately or jointly; also to insure all or any portion of the goods, produce, machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.	<b>To insure properties of the Company</b>
	(6) To open accounts with any bank or bankers and to pay money into and	<b>To open bank accounts</b>

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	draw money from any such account from time to time as the Directors may think fit.	
	(7) To secure the fulfillment of any contracts or engagement entered into by the Company by mortgage or charge on all or any of the property of the Company including its whole or part of its undertaking as a going concern and its uncalled capital for the time being or in such manner as they think fit.	<b>To secure contracts by way of mortgage</b>
	(8) To accept from any member, so far as may be permissible by law, a surrender of the shares or any part thereof, on such terms and conditions as shall be agreed upon.	<b>To accept surrender of shares</b>
	(9) To appoint any person to accept and hold in trust, for the Company property belonging to the Company, or in which it is interested or for any other purposes and to execute and to do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.	<b>To appoint trustees for the Company</b>
	(10) To institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its officer, or otherwise concerning the affairs and also to compound and allow time for payment or satisfaction of any debts, due, and of any claims or demands by or against the Company and to refer any difference to arbitration, either according to Indian or foreign law and either in India or abroad and observe and perform or	<b>To conduct legal proceedings</b>

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	challenge any award thereon.	
	(11) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.	<b>Bankruptcy &amp; insolvency</b>
	(12) To make and give receipts, release and give discharge for moneys payable to the Company and for the claims and demands of the Company.	<b>To issue receipts &amp; give discharge</b>
	(13) Subject to the provisions of the Act, and these Articles to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such authority (not being the shares of this Company) or without security and in such manner as they may think fit and from time to time to vary or realise such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name.	<b>To invest and deal with money of the Company</b>
	(14) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or as surety, for the benefit of the Company, such mortgage of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and other powers, provisions, covenants and agreements as shall be agreed upon;	<b>To give security by way of indemnity</b>
	(15) To determine from time to time persons who shall be entitled to sign on Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts	<b>To determine signing powers</b>

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67



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	and documents and to give the necessary authority for such purpose, whether by way of a resolution of the Board or by way of a power of attorney or otherwise.	
	(16) To give to any Director, officer, or other persons employed by the Company, a commission on the profits of any particular business or transaction, or a share in the general profits of the Company; and such commission or share of profits shall be treated as part of the working expenses of the Company.	<b>Commission or share in profits</b>
	(17) To give, award or allow any bonus, pension, gratuity or compensation to any employee of the Company, or his widow, children, dependents, that may appear just or proper, whether such employee, his widow, children or dependents have or have not a legal claim on the Company.	<b>Bonus etc. to employees</b>
	(18) To set aside out of the profits of the Company such sums as they may think proper for depreciation or the depreciation funds or to insurance fund or to an export fund, or to a reserve fund, or sinking fund or any special fund to meet contingencies or repay debentures or debenture-stock or for equalizing dividends or for repairing, improving, extending and maintaining any of the properties of the Company and for such other purposes (including the purpose referred to in the preceding clause) as the Board may, in the absolute discretion think conducive to the interests of the Company, and	<b>Transfer to reserve funds</b>

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68

  
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	<p>subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as may be required to be invested, upon such investments (other than shares of this Company) as they may think fit and from time to time deal with and vary such investments and dispose of and apply and extend all or any part thereof for the benefit of the Company notwithstanding the matters to which the Board apply or upon which the capital moneys of the Company might rightly be applied or expended and divide the reserve fund into such special funds as the Board may think fit; with full powers to transfer the whole or any portion of a reserve fund or division of a reserve fund to another fund and with the full power to employ the assets constituting all or any of the above funds, including the depredation fund, in the business of the Company or in the purchase or repayment of debentures or debenture-stocks and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with the power to the Board at their discretion to pay or allow to the credit of such funds, interest at such rate as the Board may think proper.</p>	
	<p>(19) To appoint, and at their discretion remove or suspend such general manager, managers, secretaries, assistants, supervisors, scientists, technicians, engineers, consultants, legal, medical or economic advisers, research workers, labourers, clerks, agents and servants, for permanent, temporary or special services as they</p>	<p><b>To appoint and remove officers and other employees</b></p>

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	<p>may from time to time think fit, and to determine their powers and duties and to fix their salaries or emoluments or remuneration and to require security in such instances and for such amounts they may think fit and also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit and the provisions contained in the next following clauses shall be without prejudice to the general powers conferred by this clause.</p>	
	<p>(20) At any time and from time to time by power of attorney under the Seal of the Company, to appoint any person or persons to be the attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the power to make loans and borrow moneys) and for such period and subject to such conditions as the Board may from time to time think fit, and such appointments may (if the Board think fit) be made in favour of the members or any of the members of any local Board established as aforesaid or in favour of any Company, or the shareholders, directors, nominees or manager of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such powers of attorney may</p>	<p><b>To appoint attorneys</b></p>

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	contain such powers for the protection or convenience for dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegated Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.	
	(21) Subject to Section 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.	<b>To enter into contracts</b>
	(22) From time to time, to make, vary and repeal rules for the regulations of the business of the Company, its officers and employees.	<b>To make rules</b>
	(23) To effect, make and enter into on behalf of the Company all transactions, agreements and other contracts within the scope of the business of the Company.	<b>To effect contracts etc.</b>
	(24) To apply for, promote and obtain any act, charter, privilege, concession, license, authorization, if any, Government, State or municipality, provisional order or license of any authority for enabling the Company to carry any of this objects into effect, or for extending and any of the powers of the Company or for effecting any modification of the Company's constitution, or for any other purpose, which may seem expedient and to	<b>To apply &amp; obtain concessions licenses etc.</b>



	oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests.	
	(25) To pay and charge to the capital account of the Company any commission or interest lawfully payable there out under the provisions of Section 40 of the Act and of the provisions contained in these presents.	<b>To pay commissions or interest</b>
	(26) To redeem preference shares.	<b>To redeem preference shares</b>
	(27) To subscribe, incur expenditure or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or any other institutions or subjects which shall have any moral or other claim to support or aid by the Company, either by reason of locality or operation or of public and general utility or otherwise.	<b>To assist charitable or benevolent institutions</b>
	(28) To pay the cost, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company. (29) To pay and charge to the capital account of the Company any commission or interest lawfully payable thereon under the provisions of Section 40 of the Act.	
	(30) To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwelling or	

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72



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	<p>chawls, or by grants of moneys, pension, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing, to provide other associations, institutions, funds or trusts and by providing or subscribing or contributing towards place of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit and subject to the provision of Section 181 of the Act, to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or object which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of the public and general utility or otherwise.</p>	
	<p>(31) To purchase or otherwise acquire or obtain license for the use of and to sell, exchange or grant license for the use of any trademark, patent, invention or technical know-how.</p> <p>(32) To sell from time to time, any Articles, materials, machinery, plants, stores and other Articles and thing belonging to the Company as the Board may think proper and to manufacture, prepare and sell waste and by-products.</p> <p>(33) From time to time, to extend the business and undertaking of the Company by adding, altering or enlarging all or any of the buildings, factories, workshops, premises, plant and machinery, for the time being the property of or in the possession of the</p>	

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73

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	<p>Company, or by erecting new or additional buildings, and to expend such sum of money for the purpose aforesaid or any of them as they be thought necessary or expedient.</p> <p>(34) To undertake on behalf of the Company any payment of rents and the performance of the covenants, conditions and agreements contained in or reserved by any lease that may be granted or assigned to or otherwise acquired by the Company and to purchase the reversion or reversions, and otherwise to acquire on free hold sample of all or any of the lands of the Company for the time being held under lease or for an estate less than freehold estate.</p> <p>(35) To improve, manage, develop, exchange, lease, sell, resell and re-purchase, dispose off, deal or otherwise turn to account, any property (movable or immovable) or any rights or privileges belonging to or at the disposal of the Company or in which the Company is interested.</p> <p>(36) To let, sell or otherwise dispose of subject to the provisions of Section 180 of the Act and of the other Articles any property of the Company, either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as it thinks fit and to accept payment in satisfaction for the same in cash or otherwise as it thinks fit.</p> <p>(37) Generally subject to the provisions of the Act and these Articles, to delegate the powers/authorities and discretions</p>	
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	<p>vested in the Directors to any person(s), firm, company or fluctuating body of persons as aforesaid.</p> <p>(38) To comply with the requirements of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with.</p>	
	<b>MANAGING AND WHOLE-TIME DIRECTORS</b>	
<b>159.</b>	<p>a) Subject to the provisions of the Act and of these Articles, the Directors may from time to time in Board Meetings appoint one or more of their body to be a managing Director or managing Directors or whole-time Director or whole-time Directors of the Company for such term not exceeding five years at a time as they may think fit to manage the affairs and business of the Company, and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.</p> <p>b) The managing Director or managing Directors or whole-time Director or whole-time Directors so appointed shall not be liable to retire by rotation.</p>	<b>Powers to appoint managing/ whole - time Directors.</b>
<b>160.</b>	Mr. Jignesh Raval shall be the Managing Director of the Company from the date of his appointment, unless it is automatically terminated earlier due to his resignation from the Board of the Company.	<b>Managing Director</b>
<b>161.</b>	The remuneration of a managing Director or a whole-time Director (subject to the provisions of the Act and of these Articles	<b>Remuneration of managing or whole-</b>

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75

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	and of any contract between him and the Company) shall from time to time be fixed by the Directors, and may be, by way of fixed salary, or commission on profits of the Company, or by participation in any such profits, or by any, or all of these modes.	<b>time Director</b>
<b>162.</b>	<p>(1) Subject to control, direction and supervision of the Board, the day-to-day management of the Company will be in the hands of the managing Director or whole-time Director appointed in accordance with regulations of these Articles with powers to the Directors to distribute such day-to-day management functions among such Directors and in any manner as may be directed by the Board.</p> <p>(2) The Directors may from time to time entrust to and confer upon the managing Director or whole-time Director for the time being save as prohibited in the Act, such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient; and they may subject to the provisions of the Act and these Articles confer such powers, either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any such powers.</p> <p>(3) The Company's General Meeting may also from time to time appoint any managing Director or managing</p>	<b>Powers and duties of managing Director or whole-time Director</b>

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76

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	<p>Directors or whole-time Director or whole-time Directors of the Company and may exercise all the powers referred to in these Articles.</p> <p>(4) The managing Director shall be entitled to sub-delegate (with the sanction of the Directors where necessary) all or any of the powers, authorities and discretions for the time being vested in him in particular from time to time by the appointment of any attorney or attorneys for the management and transaction of the affairs of the Company in any specified locality in such manner as they may think fit.</p> <p>(5) Notwithstanding anything contained in these Articles, the managing Director is expressly allowed generally to work for and contract with the Company and especially to do the work of managing Director and also to do any work for the Company upon such terms and conditions and for such remuneration (subject to the provisions of the Act) as may from time to time be agreed between him and the Directors of the Company.</p>	
	<b>Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer</b>	
<b>163.</b>	<p>a) Subject to the provisions of the Act—</p> <p>i. A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary</p>	<b>Board to appoint chief executive officer/ manager/ company secretary/ chief financial officer</b>

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	<p>or chief financial officer so appointed may be removed by means of a resolution of the Board;</p> <p>ii. A Director may be appointed as chief executive officer, manager, company secretary or chief financial officer.</p> <p>b) A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.</p>	
	<b>NON-COMPETE AGREEMENTS</b>	
<b>164.</b>	<p>The Parties agree and acknowledge that the non-compete agreements (if any) executed by MIBA and all key management officials of the Company (excluding however, any Directors, whether whole-time or otherwise) with the Company, limiting them from engaging in any similar business activity as the Company, shall continue in accordance with their respective terms.</p>	<b>Non-compete agreements</b>
	<b>THE SEAL</b>	
<b>165.</b>	<p>(a) The Board shall provide a Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a committee of the Board</p>	<b>The Seal, its custody and use</b>

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	<p>previously given.</p> <p>(b) The Company shall also be at liberty to have an official seal in accordance with of the Act, for use in any territory, district or place outside India.</p>	
<b>166.</b>	<p>The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorized by it in that behalf, and except in the presence of at least two Directors and of the secretary or such other person as the Board may appoint for the purpose; and those two Directors and the secretary or other person aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence.</p>	<b>Deeds how executed</b>
	<b>Dividend and Reserves</b>	
<b>167.</b>	<p>(1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.</p> <p>(2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.</p> <p>(3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend</p>	<b>Division of profits</b>

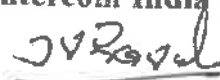
	is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.	
<b>168.</b>	The Company in General Meeting may declare dividends, to be paid to Members according to their respective rights and interests in the profits and may fix the time for payment and the Company shall comply with the provisions of Section 127 of the Act, but no dividends shall exceed the amount recommended by the Board, but the Company may declare a smaller dividend in General Meeting.	<b>The company in General Meeting may declare dividends</b>
<b>169.</b>	<p>a) The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may, from time to time, think fit.</p> <p>b) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.</p>	<b>Transfer to reserves</b>
<b>170.</b>	Subject to the provisions of Section 123, the Board may from time to time pay to the Members such interim dividends as appear to it to be justified by the profits of the	<b>Interim dividend</b>



	Company.	
<b>171.</b>	The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.	<b>Debts may be deducted</b>
<b>172.</b>	No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of these Articles as paid on the share.	<b>Capital paid up in advance not to earn dividend</b>
<b>173.</b>	All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date such share shall rank for dividend accordingly.	<b>Dividends in proportion to amount paid-up</b>
<b>174.</b>	The Board of Directors may retain the dividend payable upon shares in respect of which any person under any of these Articles has become entitled to be a Member, or any person under that Article is entitled to transfer, until such person becomes a Member, in respect of such shares or shall duly transfer the same.	<b>Retention of dividends until completion of transfer under Articles</b>
<b>175.</b>	No Member shall be entitled to receive payment of any interest or dividend or bonus in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares (or otherwise however, either alone or jointly with any other person or persons) and the Board may deduct from the interest or dividend payable to any Member all such sums of money so due from him to	<b>No Member to receive dividend whilst indebted to the Company and the Company's right of reimbursement thereof</b>

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81



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	the Company.	
<b>176.</b>	A transfer of shares does not pass the right to any dividend declared thereon before the registration of the transfer.	<b>Effect of transfer of shares</b>
<b>177.</b>	Any one of several persons who are registered as joint holders of any share may give effectual receipts for all dividends or bonus and payments on account of dividends in respect of such share.	<b>Dividend to joint holders</b>
<b>178.</b>	<p>a) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register of Members, or to such person and to such address as the holder or joint holders may in writing direct.</p> <p>b) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.</p>	<b>Dividends how remitted</b>
<b>179.</b>	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.	<b>Notice of dividend</b>
<b>180.</b>	No unclaimed dividend shall be forfeited before the claim becomes barred by law and no unpaid dividend shall bear interest as against the Company.	<b>No interest on Dividends</b>
	<b>CAPITALIZATION</b>	
<b>181.</b>	(1) The Company in General Meeting may, upon the recommendation of the Board,	<b>Capitalization</b>

	<p>resolve:</p> <p>(a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and</p> <p>(b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the Members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.</p> <p>(2) The sums aforesaid shall not be paid in cash but shall be applied subject to the provisions contained in clause (3) either in or towards:</p> <p>(i) paying up any amounts for the time being unpaid on any shares held by such Members respectively;</p> <p>(ii) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such Members in the proportions aforesaid; or</p> <p>(iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii).</p> <p>(3) A securities premium account and capital redemption reserve account may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be issued to Members of the Company and fully paid bonus shares.</p> <p>(4) The Board shall give effect to the resolution passed by the Company in</p>	
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	pursuance of this regulation.	
<b>182.</b>	<p>(1) Whenever such a resolution as aforesaid shall have been passed, the Board shall —</p> <p>(a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares, if any, and</p> <p>(b) generally to do all acts and things required to give effect thereto.</p> <p>(2) The Board shall have full power -</p> <p>(a) to make such provision, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in case of shares becoming distributable in fractions; and also</p> <p>(b) to authorise any person to enter, on behalf of all the Members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalization, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions, of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares.</p> <p>(3) Any agreement made under such authority shall be effective and binding on all such Members.</p> <p>(4) That for the purpose of giving effect to any resolution, under the preceding</p>	<b>Fractional certificates</b>

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	by the Board or by the Company in General Meeting.	
	<b>FOREIGN REGISTER</b>	
<b>185.</b>	The Company may exercise the powers conferred on it by the provisions of the Act with regard to the keeping of foreign register of its Members or debenture holders, and the Board may, subject to the provisions of the Act, make and vary such regulations as it may think fit in regard to the keeping of any such registers.	<b>Foreign register</b>
	<b>DOCUMENTS AND SERVICE OF NOTICES</b>	
<b>186.</b>	Any document or notice to be served or given by the Company be signed by a Director or such person duly authorised by the Board for such purpose and the signature may be written or printed or lithographed.	<b>Signing of documents &amp; notices to be served or given</b>
<b>187.</b>	Save as otherwise expressly provided in the Act, a document or proceeding requiring authentication by the Company may be signed by a Director, the manager, or secretary or other authorised officer of the Company and need not be under the Seal of the Company.	<b>Authentication of documents and proceedings</b>
<b>188.</b>	All notices which are required to be given under these Articles by any Party to any other Party shall be in writing and shall be sent in such manner as mutually agreed between the Parties.	<b>Notices between the Parties</b>
	<b>WINDING UP</b>	
<b>189.</b>	Subject to the provisions of Chapter XX of the Act and rules made thereunder—	

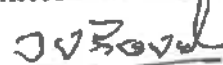
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	<p>paragraph of this Article, the Directors may give such directions as may be necessary and settle any questions or difficulties that may arise in regard to any issue including distribution of new equity shares and fractional certificates as they think fit.</p>	
<b>183.</b>	<p>(1) The books containing the minutes of the proceedings of any General Meetings of the Company shall be open to inspection by Members without charge on such days and during such business hours as may consistently with the provisions of Section 119 of the Act be determined by the Company in General Meeting and the Members will also be entitled to be furnished with copies thereof on payment of regulated charges.</p> <p>(2) Any Member of the Company shall be entitled to be furnished within seven days after he has made a request in that behalf to the Company with a copy of any minutes referred to in sub-clause (1) hereof on payment of Rs. 10 per page or any part thereof.</p>	<p><b>Inspection of minutes books of General Meetings</b></p>
<b>184.</b>	<p>a) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of Members not being Directors.</p> <p>b) No Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised</p>	<p><b>Inspection of accounts</b></p>

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	<p>(i) If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide amongst the Members, in specie or kind, the whole or any part of the assets of the Company, whether they shall consist of property of the same kind or not.</p> <p>(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members.</p> <p>(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.</p>	
	<b>INDEMNITY</b>	
<b>190.</b>	<p>Subject to provisions of the Act, every Director, or officer or servant of the Company or any person (whether an officer of the Company or not) employed by the Company as auditor, shall be indemnified by the Company and it shall be the duty of the Directors to pay, out of the funds of the Company, all costs, charges, losses and damages which any such person may incur or become liable to, by reason of any contract entered into or act or thing done, concurred in or omitted to be done by him in any way in or about the execution or discharge of his duties or supposed duties (except such if any as he shall incur or sustain through or by his own wrongful act</p>	<b>Directors' and others right to indemnity</b>

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	neglect or default) including expenses, and in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such Director, officer or auditor or other officer of the Company in defending any proceedings whether civil or criminal in which judgment is given in his favor, or in which he is acquitted or in connection with any application under Section 463 of the Act on which relief is granted to him by the court.	
<b>191.</b>	Subject to the provisions of the Act, no Director, managing Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Directors or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty.	<b>Not responsible for acts of others</b>
	<b>CONFIDENTIALITY</b>	
<b>192.</b>	All information exchanged between the Parties under these Articles is confidential to	<b>Confidentiality</b>

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them and shall not be disclosed to any third party by any of the Parties. The Parties shall not use or disclose to any third party and shall hold in strict confidence any Confidential Information of the other Parties. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, agents, consultants and representatives of a Party's Affiliates, who have been advised of their obligation with respect to Confidential Information. The Parties shall not issue any press release or organize a press meet or make any public announcement or any disclosure in relation to these Articles or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- (i) is disclosed to employees, legal advisors, auditors and other consultants of a Party;
- (ii) is disclosed with the prior written consent of the Party who supplied the information;
- (iii) is, as on 21 August 2023, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (iv) required to be disclosed pursuant to Applicable Law or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the

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	<p>Government or any regulatory authority;</p> <p>(v) required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to these Articles, after giving prior notice to the other Party; or</p> <p>(vi) generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.</p>	
	<b>SECRECY</b>	
<b>193.</b>	<p>Every Director, manager, auditor, treasurer, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if so required by the Directors, before entering upon his duties, sign a declaration pleading himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matter which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a court of law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.</p>	<b>Secrecy</b>
<b>194.</b>	<p>No member or other person (other than a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties or the books of accounts of the</p>	<b>Access to property information etc.</b>

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	Company without the permission of the Board of the Company for the time being or to require discovery of or any information in respect of any detail of the Company's trading or any matter which is or may be in the nature of trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to disclose or to communicate.	
	<b>MISCELLANEOUS</b>	
<b>195.</b>	Save as expressly set out in these Articles, none of the Parties shall be entitled to assign any of their rights or obligations hereunder to any other person.	<b>Assignment</b>
<b>196.</b>	Any delay or default by any Party in enforcing any provisions of these Articles of any breach shall not be deemed to be a waiver of such provisions or breach by such Party and shall not prejudice that Party's rights to take action and enforce the same or any other provision or breach. No waiver shall be valid unless it is express, in writing and signed by the waiving Party as well as the other parties.	<b>Waiver</b>
<b>197.</b>	If any provision of these Articles is invalid, unenforceable or prohibited by Applicable Law, the Articles shall be considered divisible as to such provision and such provision shall be inoperative, and the remainder of the Articles shall be valid, binding and of like effect as though such provision was not included herein.	<b>Severability</b>
<b>198.</b>	In the event of any breach or threatened breach by any of the Parties of any covenant,	<b>Specific performance</b>



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91

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	obligation or other provision set forth in these Articles, the aggrieved Party shall be entitled, in addition to any other remedy that may be available to it, to seek specific performance of the covenant, obligation or other provision.	
<b>199.</b>	Subject to Article 199 below, the courts in Mumbai, India shall have exclusive jurisdiction over the Parties.	<b>Jurisdiction</b>
<b>200.</b>	<p>(1) Any dispute, difference, controversy or claim between any of the Parties that arises out of, in relation to arising out of or in connection with these Articles, including any question regarding its existence, validity, termination, performance or breach thereof, shall be referred to and finally resolved by arbitration.</p> <p>(2) The seat of arbitration shall be Mumbai, India and the arbitration proceedings shall be in accordance with the arbitration rules of the London Court of International Arbitration ("LCIA Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Article 199 (2) (except to the extent modified herein).</p> <p>(3) The tribunal shall consist of 3 (three) arbitrators ("Arbitration Board"). Each Party shall nominate 1 (one) arbitrator. The third arbitrator, who shall act as chairman of the Arbitration Board, shall be nominated by the 2 (two) arbitrators appointed by or on behalf of the respective Parties, failing which, the third arbitrator shall be appointed in accordance with the LCIA Rules.</p> <p>(4) The language of the arbitration shall be English.</p>	<b>Dispute resolution</b>



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	<p>(5) The Arbitration Board shall endeavour to give the award within 90 (ninety) days from the date on which the dispute is referred to the Arbitration Board.</p> <p>(6) The award rendered by the Arbitration Board shall be final and binding on the Parties. Nothing shall preclude either Party from seeking interim equitable or injunctive relief, or both, from any court having jurisdiction to grant the same.</p>	
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\* New set of Articles was adopted by the Company in the EGM dated 02<sup>nd</sup> November, 2017 during the conversion of the Company from Sintercom India Private Limited to Sintercom India Limited”

\*\* New set of Articles was adopted by the Company in the EGM vide dated 24<sup>th</sup> February, 2021 as per the SSA agreement signed between the parties.

\*\*\* New set of Articles was adopted by the Company in the EGM dated [•] as per the Amended and Re-stated SHA signed between the Parties.



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**Mr. Jignesh Raval**

(DIN: 01591000)

Address: The Balmoral Estate,  
Flat No:- B-901, Baner Pune-41104.

We, the several persons whose names and addresses are set out below, are desirous of being formed into a Company in pursuance of these Articles of Association:

Sl. No	Signature, Name, address, description and occupation of each subscriber	Signature, name, address, description and occupation of witness
1	Sd/- NARASIMHAN VENKAT GOPAL S/O. L.V.L. NARASIMHAN 403 OLIVE COURT, PARMAR PARK, WANAWORI, PUNE 411 040 OCC: PROFESSION	Sd/- Siddheshwar Giram S/o. Late Baban Giram, DSK Vishwa, Rohini G 204, Dhayri, Pune 411 041. Occ: Business
2	Sd/- NITAL JIGNESH RAVAL W/O. JIGNESH V. RAVAL A-802 MANTRI LAWNS, 4 ANAND PARK, AUNDH, PUNE 411 007. OCC: HOUSEWIFE	

Place: Pune

Date: 29/01/2007

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*J V Raval*

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Mr. Jignesh Raval (DIN: 01591000)

Address: The Balmoral Estate,  
flat No. B-901, Baner, Pune-411004