

October 10, 2021



The Manager
Listing Department
BSE Limited, P J Towers,
Dalal Street, Fort,
Mumbai - 400 001

Security Code : 502865
Security ID : FORBESCO

Dear Sir / Madam,

Subject: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 - Update on the Composite Scheme of Arrangement between Aquagnis Technologies Private Limited, Euro Forbes Financial Services Limited, Eureka Forbes Limited, Forbes and Company Limited and Forbes Enviro Solutions Limited and their respective shareholders.

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and in continuation to our letter dated September 8, 2020, we would like to inform you that, the Company has received a letter dated October 8, 2021 from the promoter i.e., Shapoorji Pallonji and Company Private Limited ('SPCPL'), seeking specific modifications, for the reasons stated in the said Letter, to the Composite Scheme of Arrangement between Aquagnis Technologies Private Limited, Euro Forbes Financial Services Limited, Eureka Forbes Limited (EFL), the Company (FCL) and Forbes Enviro Solutions Limited (FESL) and their respective shareholders ("Composite Scheme"). (Copy of letter by SPCPL is enclosed as Annexure 1).

The Board vide its resolution passed on October 10, 2021 has approved amendment of draft of the Composite Scheme of Arrangement *inter alia*, providing for certain identified investments of EFL which shall not be demerged as a part of the Demerged Undertaking (as defined in the Composite Scheme) from FCL to FESL.

The Company would be seeking specific consent to the amendments to the Composite Scheme from BSE and SEBI. FCL would also intimate the National Company Law Tribunal and would be seeking approval of the shareholders and creditors on the Modified Composite Scheme.

The aforementioned modifications in the Scheme should not impact the share entitlement ratio since all the shareholders of FCL are the ultimate beneficial owners of FESL and upon demerger, they will become shareholders of FESL in the same ratio (inter se) as they hold in FCL.

We request you to take the same on record and oblige.

For Forbes & Company Limited

Pankaj Khattar
Head Legal & Company Secretary





To,
The Board of Directors
Forbes & Company Limited,
Forbes Building, Charanjit Rai Marg
Fort, Mumbai - 400001

8th October 2021

Dear Sir,

Sub: Proposal to modify the Composite Scheme of Arrangement between Aquaignis Technologies Private Limited, Euro Forbes Financial Services Limited, Eureka Forbes Limited, Forbes & Company Limited and Forbes Enviro Solutions Limited and their respective shareholders ("Composite Scheme")

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1. As disclosed to the BSE by Forbes & Company Limited, vide letter dated 19th September, 2021, a Share Purchase Agreement was entered into between Lunolux Limited (Acquirer), Forbes & Company Limited, Eureka Forbes Limited, Forbes Enviro Solutions Limited, Forbes Campbell Finance Limited and us for sale of shares of Forbes Enviro Solutions Limited, post issuance and listing of the same pursuant to the Composite Scheme becoming effective. Pursuant to the Share Purchase Agreement, it was mutually agreed that certain identified investments of Eureka Forbes Limited shall not be demerged as a part of the Demerged Undertaking (as defined in the Composite Scheme) from Forbes & Company Limited to Forbes Enviro Solutions Limited, upon merger of Eureka Forbes Limited with Forbes & Company Limited. Accordingly, the definition of the Demerged Undertaking (and other consequential changes in relation thereto) would need to be modified in the Composite Scheme.

2. Further, in order to capture the appropriate accounting impact in the books of Forbes Enviro Solutions Limited, as a result of the proposed acquisition by the Acquirer, as aforementioned, the accounting treatment provided in the Composite Scheme would also need to be modified appropriately so that "Acquisition Method" of accounting under IndAS 103 be adopted by Forbes Enviro Solutions Limited, upon the Composite Scheme becoming effective, instead of "Pooling of Interests Method" under Appendix C of IndAS 103, as presently provided in the Composite Scheme.
3. Lastly, at present, the Appointed Date provided in the Composite Scheme is 1 April 2020. Given that the Appointed Date of 1 April 2020 would be considered significantly ante-dated (beyond one year) when the Scheme becomes effective, the Appointed Date for the Scheme, as required under section 232(6) of the Companies Act, 2013, would also need to be modified in the Composite Scheme, in order to align it with the effectiveness of Scheme, in line with the General Circular dated 09/2019 dated 21 August 2019, issued by the Ministry of Corporate Affairs.
4. In the context of the above, we propose the following modifications to the Composite Scheme:
 - a) Substitution of Para 1.3 (Definition of "Appointed Date") as under:

"Appointed Date" means the Effective Date or the first day of the calendar month immediately succeeding the month in which the Effective Date occurs, as may be decided by the Board"
 - b) Substitution of Para 1.14(a) (Definition of "Health, Hygiene, Safety Products and Services Undertaking or Health and Safety Solutions Undertaking" or "Demerged Undertaking") as under:

" (a) All the assets and properties whether movable or immovable (as per Annexure 1), tangible or intangible, real or personal, in possession or reversion, corporeal or incorporeal, present, future or contingent pertaining to EFL (and which shall vest with FCL as a result of Part III of this Scheme becoming effective), whether situated in India or abroad, including, but not limited to all the interests, of whatever nature and wheresoever situated, plant and machinery, freehold land,



leasehold land, tenancy rights, if any, buildings and structures, offices, residential and other premises, capital work in progress, development capital work in progress, furniture, fixtures, office equipment, appliances, accessories, power lines, depots, deposits, all stocks, assets, investments of all kinds including shares (including but not limited to equity shares/ preference shares in subsidiaries/joint ventures in India or outside India (as per Annexure 2, unless sold, liquidated or otherwise disposed off prior to the Scheme becoming effective), but excluding any and all investments, interests and exposure in FESL, FFSP, Forbes Concept Hospitality Services Private Limited ("FCHSPL") and the Lux Group, investment in scrips, stocks, bonds, debenture stock, units or pass through certificates, cash balances with banks, loans, advances, contingent rights or benefits, receivables, benefit of any deposits, financial assets, leases, and hire purchase contracts and assets, lending contracts, benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permits and consents, quotas, rights, entitlements, contracts including the joint operating agreements/operating agreement, unencumbered ownership of right, title and interest in relation to the trademark "Forbes" in classes 7, 11 and 21 held by EFL and FCL (provided that this shall not include the right to use the trademark "Forbes" in relation to 3D printing, medical implants, ventilators, electric vehicles, machine and machine tools, motors and engines, machine coupling and transmission components, such other existing products of FCL as may be agreed in writing by, amongst others, the Board of FCL and FESL), licenses (industrial and otherwise), municipal permissions, tenancies in relation to the office and/or residential properties for the employees or other persons, guest houses, godowns, warehouses, leases, licenses, fixed and other assets, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights including, title, interests, other benefits (including Tax benefits) and advantages of whatsoever nature and wheresoever situated belonging to or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by EFL (and which shall vest with FCL as a result of Part III of this Scheme becoming effective) relating to its business, authorisations, permits, approvals, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programmes, computer software, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records in connection with or



relating to EFL (and which shall vest with FCL as a result of Part III of this Scheme becoming effective) or in the ownership, power or possession and in the control of or vested in or granted in favour of or enjoyed by the EFL (and which shall vest with FCL as a result of Part III of this Scheme becoming effective) in each case, whether in India or abroad other than the investments and assets pertaining to the Lux Group, FESL, FF SPL and FCH SPL and other than any right, title and interest in relation to the trademark "Forbes" in the classes set out in Annexure 4. Notwithstanding anything contained in this Scheme, it is hereby clarified that all the assets of the Demerged Undertaking which shall vest with FESL by virtue of the Scheme shall be transferred free and clear of from any and all Encumbrances pertaining to or in connection with the business of FCL other than the Demerged Undertaking.

For the purpose of this clause and the Scheme, Lux Group shall mean investments by EFL, including in equity shares and preference shares, stock and other securities or by way of loans and advances (including outstanding interest), and all amounts, including corporate guarantees (including any recoverable amount upon invocation of corporate guarantees, if any), contingent liabilities, trade payables and trade receivables, in each case, pertaining to the companies mentioned as per Annexure 3."

- c) Substitution of Para 1.14(f) (Definition of "Health, Hygiene, Safety Products and Services Undertaking or Health and Safety Solutions Undertaking" or "Demerged Undertaking") as under:

"All debts (secured and unsecured), liabilities including contingent liabilities, duties, leases of EFL (and which shall vest with FCL as a result of Part III of this Scheme becoming effective) and all other obligations of whatsoever kind, nature and description whatsoever and howsoever arising, raised or incurred or utilized, in each case, other than any and all debts (secured and unsecured), liabilities, payables, obligations or claims pertaining to the Lux Group, FESL, FF SPL and FCH SPL. Provided that if there exists any reference in the security documents or arrangements entered into by EFL (and which shall vest with FCL as a result of Part III of this Scheme becoming effective) under which the assets of EFL (and which shall vest with FCL as a result of Part III of this Scheme becoming effective) stand offered as a security for any financial assistance or obligation, the said reference shall be construed as a reference to the assets pertaining to EFL



(and which shall vest with FCL as a result of Part III of this Scheme becoming effective) vested in FESL by the virtue of the Scheme.”

- d) Substitution of Para 28.2 (c) (Transfer and Vesting of Demerged Undertaking into FESL) as under:

“c) All other movable properties pertaining to the Demerged Undertaking, including investments in shares of the subsidiaries/ Joint ventures (as per Annexure 2 except investment in FESL, FFSP, FCHSPL and Lux Group) as part of the Demerged Undertaking, mutual funds, bonds and any other securities, sundry debtors, outstanding loans and advances, excluding outstanding loans and advances pertaining to the Lux Group, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, pursuant to the orders of this Scheme becoming effective and by operation of law become the properties of FESL, and the title thereof together with all rights, interests or obligations therein shall be deemed to have been mutated and recorded as that of FESL. All investments of the Demerged Undertaking shall be recorded in the name of FESL by operation of law as transmission in favour of FESL as a successor in interest and any documents of title in the name of FCL in relation to Demerged Undertaking shall also be deemed to have been mutated and recorded in the name of FESL to the same extent and manner as originally held by FCL in relation to Demerged Undertaking and enabling the ownership, right, title and interest therein as if FESL was originally FCL in relation to Demerged Undertaking. FESL shall subsequent to this Scheme becoming effective be entitled to the delivery and possession of all documents of title of such movable property in this regard”

- e) Substitution of Para 28.2(f) (Transfer and Vesting of Demerged Undertaking into FESL) as under:

“All debts, liabilities, contingent liabilities, duties, Taxes (including any advance taxes paid, TDS deducted on behalf of FCL in relation to Demerged Undertaking, etc., if any), liabilities and obligations of FCL, in relation to Demerged Undertaking, as on the Appointed Date, in each case, other than all debts, liabilities, trade payables, contingent liabilities, duties, Taxes pertaining to the Lux Group, FESL, FFSP and FCHSPL, whether provided for or not, in the books of accounts of



FCL in relation to Demerged Undertaking, and all other liabilities which may accrue or arise after the Appointed Date but which relates to the Transition period, shall, pursuant to this Scheme becoming effective as per the order of the NCLT or such other competent authority, as may be applicable under Section 232 and other applicable provisions of the Act, and without any further act or deed, be vested or deemed to be vested in and be assumed by FESL, so as to become as from the Appointed Date the debts, liabilities, contingent liabilities, taxes, duties and obligations of FESL on the same terms and conditions as were applicable to FCL and FESL undertakes to meet, discharge and satisfy to the exclusion of FCL in relation to Demerged Undertaking and to keep FCL in relation to Demerged Undertaking indemnified at all times from and against all such debts, liabilities, contingent liabilities, duties, Taxes and obligations of FCL in relation to Demerged Undertaking from all actions, demands and proceedings in respect thereto. Notwithstanding anything contained in this Scheme, it is hereby clarified that any and all amounts, including corporate guarantees (including any recoverable amount upon invocation of corporate guarantees, if any), advances, contingent liabilities, trade payables and/or receivables, in each case, pertaining to or in connection with the Lux Group shall not be transferred to FESL upon the effectiveness of the Scheme."

- f) Substitution of Para 34.1 (Accounting Treatment - In the books of FESL) as under:

"FESL shall give effect to the accounting treatment in its books of account in accordance with the "Acquisition Method" of accounting under IndAS 103 (Accounting for Business Combinations) and any other relevant Indian Accounting Standards (Ind-AS) notified under the Companies (Indian Accounting Standards) Rules, 2015 read with section 133 of the Companies Act, 2013, and generally accounted accounting principles in India, as amended from time to time."

- g) Insertion of Annexure 3:

"Annexure 3: List of companies (Lux Group)

<i>Name of Companies</i>	<i>% held by EFL</i>
<i>EFL Mauritius Limited – Mauritius</i>	<i>100</i>
<i>Forbes Lux International AG – Switzerland</i>	<i>100</i>

<i>LIAG Trading and Investments Limited – Dubai (liquidated)</i>	100
<i>Lux (Deutschland) GmbH – Germany (liquidated)</i>	100
<i>Lux Hungaria Kereskedelmi Kft. – Hungary</i>	100
<i>Lux International AG – Switzerland</i>	100
<i>Lux Italia srl – Italy (liquidated)</i>	100
<i>Lux Norge A/S – Norway (sold)</i>	100
<i>Lux Oesterreich GmbH – Austria</i>	100
<i>Lux Schweiz AG – Switzerland</i>	100
<i>Lux International Services & Logistics GmbH (formerly: Lux Service GmbH) – Germany</i>	100
<i>Lux Professional SA (formerly: Lux Aqua Paraguay SA) – Paraguay</i>	100
<i>Lux del Paraguay SA – Paraguay</i>	80
<i>Lux Welity Polska sp. z.o.o. – Poland</i>	100
<i>AMC Cookware Limited – South Africa</i>	50%

h) Insertion of Annexure 4:

“Annexure 4: List of Classes (Forbes Trademark)

Class 1	Class 19	Class 31
Class 3	Class 20	Class 32
Class 5	Class 22	Class 33
Class 6	Class 23	Class 34
Class 8	Class 24	Class 35
Class 9	Class 25	Class 37
Class 10	Class 26	Class 41
Class 13	Class 27	Class 44
Class 16	Class 29	
Class 17	Class 30	

5. The aforementioned modifications should not impact the share entitlement ratio since all the shareholders of FCL are the ultimate beneficial owners of FESL and upon demerger, they will become shareholders of FESL in the same ratio (inter se) as they hold in FCL. Furthermore, the said modifications should not adversely impact the shareholders and it will be value neutral for the shareholders since all the shareholders of FCL are the ultimate beneficial owners of FESL and upon demerger, they will become shareholders of FESL in the same ratio (inter se) as they hold in FCL.

Request you to take the above on record and undertake appropriate steps in order to modify the Scheme in accordance with above mentioned proposals.

Thanking you,

Yours faithfully,

For Shapoorji Pallonji and Company Private Limited



Director