Ford India
A subsidiary of Ford Motor Company

Ford India Private Limited
AIPL Business club
8th Floor, Wing 1
Golf Course Extension Road,
Maidawas, Sector-62
Gurugram-122101 Haryana
Ph. No. +91 124 410 9098
www.india.ford.com

Day	Saturday
Date	25th July, 2026
Time	12 PM IST to 1 PM IST
Place	03rd Floor, Auditorium B, Amenities Building, Ford GTBC Campus, Plot No. 13, 15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur, Chennai 600119 - Tamil Nadu, India

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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
CHENNAI BENCH

COMPANY APPLICATION (CAA) NO. CA(CAA)/31(CHE)/2026

IN THE MATTER OF THE COMPANIES ACT, 2013
AND
IN THE MATTER OF APPLICATION UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013
AND
IN THE MATTER OF SCHEME OF AMALGAMATION BETWEEN FORD MOTOR PRIVATE LIMITED AND FORD INDIA PRIVATE LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

FORD MOTOR PRIVATE LIMITED, CIN U74120TN1998PTC041070, a company incorporated under Companies Act, 1956 and having its registered office at Plot No.13,15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur Chennai Kancheepuram Tamil Nadu, 600119 India

….. Applicant Company 1/ Transferor Company

AND

FORD INDIA PRIVATE LIMITED, CIN U34103TN2000PTC045537, a company incorporated under Companies Act, 1956 and having its registered office at S.P. Koil Post, Chengalpattu, Kancheepuram - 603 204., Kancheepuram, Tamil Nadu, 603204, India

….. Applicant Company 2/ Transferee Company

NOTICE CONVENING THE NATIONAL COMPANY LAW TRIBUNAL CONVENED MEETING OF THE UNSECURED CREDITORS OF FORD INDIA PRIVATE LIMITED

Notice is hereby given that by an order dated 16th June, 2026, the Chennai Bench of the Hon'ble National Company Law Tribunal ("**NCLT**", and such order, the "**Order**") has directed Ford India Private Limited ("**Company**") to convene the meeting of unsecured creditors of the Company, for the purpose of considering, and if thought fit, approving with or without modification, the Scheme of Amalgamation proposed to be made between Ford Motor Private Limited ("**Transferor Company**") and the Company and their respective shareholders and creditors, pursuant to the provisions of Sections 230 - 232 and other applicable provisions of the Companies Act, 2013 (the "**Scheme**").

In pursuance of the said Order and as directed therein, further notice is hereby given that the meeting of the unsecured creditors of the Company will be held at 03rd Floor, Auditorium B, Amenities Building, Ford GTBC Campus, Plot No. 13, 15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur, Chennai 600119 - Tamil Nadu, India on Saturday, 25th July, 2026 from 12 PM IST to 1:00 PM IST ("**Meeting**") at which place, date and time, the unsecured creditors are requested to attend and, if thought fit, approve with or without modification(s) the following resolutions:

"**RESOLVED THAT** *pursuant to the provisions of Section 230 to Section 232 of the Companies Act, 2013 ("**Act**") and other applicable provisions of the Act (including any statutory modifications or re-enactment thereof, for the time being in force), the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and any other rules, circulars and notifications made under the Act as may be applicable, and enabling provisions in the Memorandum of Association and Articles of Association of Ford India Private Limited ("**Company**"), and as approved by the Shareholders, and as directed by the National Company Law Tribunal ("**NCLT**"), Bench at Chennai, Tamil Nadu constituted under the provisions of the Act and such other competent authority, as may be applicable or any other appropriate authority under the applicable provisions of the Act and such other approvals / permissions / exemptions, as may be required under the applicable laws, the consent of the unsecured creditors of the Company be and is hereby accorded to the Scheme of Amalgamation between Ford Motor Private Limited ("**Transferor Company**") and the Company, and their respective shareholders and creditors ("**Scheme**") for merger of the Transferor Company into the Company, as a going concern, and the Scheme as placed before this Meeting and duly initialed by the Chairperson of the Meeting for the purpose of identification, be and is hereby approved.*

RESOLVED FURTHER THAT *the Board is hereby authorized to do all such acts, deeds, matters and things, as may be considered requisite, desirable, appropriate or necessary to give effect to this resolution and effectively implement the amalgamation embodied in the Scheme and to accept such modifications, amendments, limitations and / or conditions, if any, which may be required and / or imposed by the NCLT while sanctioning the Scheme or by any authorities under law, or as may be required for the purpose of resolving any doubts or difficulties that may arise in giving effect to the Scheme, as the Board may deem fit and proper*."

TAKE FURTHER NOTICE THAT in compliance with the Order and provisions of Section 230(4) of the Companies Act, the Company shall be providing its unsecured creditors the option to vote on the Scheme by a polling paper at the venue of the Meeting so as to enable the unsecured creditors to consider and approve the Scheme by way of the abovesaid resolution. Persons entitled to attend and vote at the meeting may vote at the meeting of the unsecured creditors in person or by proxy or by authorized representative provided that all proxies in the prescribed form are deposited at the registered office of the Company at S.P. Koil Post, Chengalpattu, Kancheepuram - 603204, Tamil Nadu, India not later than 48 hours before the meeting.

The NCLT has appointed Mr.. Raj Singh as Chairperson and Mr.. Kishore P as Scrutinizer of the Meeting. The Scheme, if approved at the Meeting, will be subject to the subsequent approval of the NCLT.

A copy of the explanatory statement under Section 230(3) and 232(2) of the Companies Act, 2013 read with Rule 6(3) of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 along with a copy of the Scheme and other annexures including proxy form, attendance slip, route map, postal ballot form are enclosed herewith.

Copies of the Scheme and of the explanatory statement under Sections 230(3), 232(2) and other applicable provisions of the Companies Act, 2013 can also be obtained free of charge at the registered office of the Company at S.P. Koil Post, Chengalpattu, Kancheepuram - 603204, Tamil Nadu, India.

In case of any queries, you may reach out to the Company via the following coordinates:

a. Email: rmanika6@ford.com
b. Phone: 91-8122379708
c. Any person can reach out to the Company in person at its registered office during any working day, except Saturdays and Sundays, between 10:00 AM IST and 06:00 PM IST.

The Company has on 22nd June, 2026 completed the dispatch of the notice of the meeting and the explanatory statement thereto via email to those unsecured creditors whose e-mail ids are available with the Company. In cases where the email ids of the unsecured creditors are not available, the notice along with explanatory statement have been dispatched via registered post/ speed post/ courier.

Dated: 22nd June, 2026
Place: Chennai

Sd/-
Mr. Raj Singh
Chairperson appointed for the meeting

Registered Office:
Ford India Private Limited
S.P. Koil Post, Chengalpattu,
Kancheepuram - 603204,
Tamil Nadu, India

Notes:

1. Only unsecured creditors of the Company (as more particularly detailed in note 10 below) may attend the Meeting (either in person or by proxy or by authorized representative). The authorized representative of a body corporate which is an unsecured creditor of the Company may attend the Meeting provided that a certified true copy of the resolution of the Board of Directors or other governing body of the body corporate authorizing such representative to attend and vote at the Meeting is deposited at the registered office of the Company not later than 48 hours before the scheduled time of the commencement of the Meeting of the unsecured creditors of the Company.

2. Unsecured creditors voting in postal ballot form are requested to carefully read the instructions printed in the postal ballot form. Unsecured creditors who have received the notice by e-mail and who wish to vote through the postal ballot form, can find the postal ballot form enclosed herewith or seek duplicate postal ballot form, from the Company. Unsecured creditors shall fill in the requisite details and send the duly completed and signed postal ballot form in the self-addressed postage pre-paid envelope to the Scrutinizer so as to reach the Scrutinizer not later than 22nd July, 2026. Any postal ballot form received after the said date shall be treated as if the reply from the unsecured creditor has not been received.

3. An unsecured creditor entitled to attend and vote at the Meeting is entitled to appoint a proxy to attend and vote and such proxy need not be an unsecured creditor of the Company. The proxy form duly completed should, however, be deposited at the registered office of the Company not

later than 48 hours before the scheduled time of the commencement of the Meeting of the Company.

4. The unsecured creditors who have cast their vote through postal ballot prior to the Meeting may attend the Meeting but shall not cast their votes again. However, in case unsecured creditors cast their vote both via postal ballot and voting at the Meeting, then voting through postal ballot shall prevail and voting done at the Meeting shall be treated as invalid.

5. The authorized representative or proxy are requested to carry a copy of valid proof of identity (i.e., a PAN Card / Aadhaar Card / Passport / Driving License / Voter ID Card) at the Meeting.

6. All alterations made in the proxy form should be initialled.

7. The quorum of the Meeting of the unsecured creditors of the Company shall be 55.

8. Unsecured creditor or its proxy or authorized representative is requested to bring copy of this notice to the Meeting and produce the attendance slip duly completed and signed at the entrance of the Meeting venue.

9. Only such unsecured creditors of the Company may attend and vote (either in person or by proxy or through authorised representatives) at the Meeting, whose name appear in the Chartered Accountant's certificate certifying the list of unsecured creditors of the Company as on 31st December, 2025 as had been filed with the NCLT. A person/ entity who is not an unsecured creditor on such date should treat this notice for information purposes only and shall not be entitled to avail the facility of voting at the venue of the Meeting.

10. Voting rights for each unsecured creditor shall be in proportion to the principal amount due to the unsecured creditors as on 31st December, 2025.

11. Mr. Kishore P has been appointed by NCLT, as the Scrutinizer to scrutinize the votes received.

12. The Scrutinizer will submit his report to the Chairperson of the Meeting after scrutinizing the votes logged by the unsecured creditors. The result of the voting on the resolution at the Meeting shall be announced by the Chairperson of the Meeting or any person authorized by him, within three days from the date of conclusion of the Meeting.

13. Relevant documents referred to in the notice and the explanatory statement are open for inspection by unsecured creditors at the registered office of the Company on all working days, except Saturdays and Sundays, between 10:00 AM IST and 06:00 PM IST up to the date of the Meeting and at the Meeting during the meeting hours.

Enclosures: As above

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
CHENNAI BENCH

COMPANY APPLICATION (CAA) NO. CA(CAA)/31(CHE)/2026

IN THE MATTER OF THE COMPANIES ACT, 2013
AND
IN THE MATTER OF APPLICATION UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013
AND
IN THE MATTER OF SCHEME OF AMALGAMATION BETWEEN FORD MOTOR PRIVATE LIMITED AND FORD INDIA PRIVATE LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

FORD MOTOR PRIVATE LIMITED, CIN U74120TN1998PTC041070, a company incorporated under Companies Act, 1956 and having its registered office at Plot No.13,15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur Chennai Kancheepuram Tamil Nadu 600119 India

….. Applicant Company 1/ Transferor Company

AND

FORD INDIA PRIVATE LIMITED, CIN U34103TN2000PTC045537, a company incorporated under Companies Act, 1956 and having its registered office at S.P. Koil Post, Chengalpattu, Kancheepuram - 603 204., Kancheepuram, Tamil Nadu, 603204, India

….. Applicant Company 2/ Transferee Company

EXPLANATORY STATEMENT UNDER SECTIONS 230(3) AND 232(2) OF THE COMPANIES ACT, 2013 READ WITH RULE 6 OF COMPANIES (COMPROMISES ARRANGEMENTS AND AMALGAMATIONS) RULES, 2016 ("ARRANGEMENT RULES")

1. Pursuant to the Order dated 16th June, 2026 in CA(CAA)/31(CHE)/2026, passed by the Hon'ble National Company Law Tribunal, Chennai Bench ("**NCLT**"), a meeting of the unsecured creditors of Ford India Private Limited ("**Applicant Company 2**" / "**Company**") is being convened at 03rd Floor, Auditorium B, Amenities Building, Ford GTBC Campus, Plot No. 13, 15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur, Chennai 600119 - Tamil Nadu, India on Saturday, 25th July, 2026 from 12:00 PM IST to 1:00 PM IST ("**Meeting**"), for the purpose of considering and if thought fit, approving the arrangement embodied in the Scheme of Amalgamation between the Transferor Company, Company and their respective shareholders and creditors ("**Scheme**") for merger of the Transferor Company into the Company. A copy of the Scheme is enclosed as **Annexure 1**. Notice of the Meeting together with the copy of the Scheme is sent herewith. This statement explaining the terms of the Scheme is being furnished, *inter alia*, as required u/s 230(3) of the Companies Act, 2013.

2. **DETAILS AS PER RULE 6(3) OF THE ARRANGEMENT RULES**

2.1 Venue, Time and Date of Meeting

The NCLT vide its Order dated 16th June, 2026 in CA (CAA) No. CA(CAA)/31(CHE)/2026, filed by the Company and the Transferor Company under Sections 230 to 232 of the Companies Act, 2013 has directed the calling, convening and conducting of the Meeting of the unsecured creditors of the Company at 03rd Floor, Auditorium B, Amenities Building, Ford GTBC Campus, Plot No. 13, 15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur, Chennai 600119 - Tamil Nadu, India on 25th July, 2026 from 12:00 PM IST to 1:00 PM IST.

2.2 Details of the Company and Transferor Company

A. Details of the Company

S. No.	Particulars	Company
1.	Corporate Identification Number	U34103TN2000PTC045537
2.	Permanent Account Number	AAACM4454H
3.	Name of the Company	Ford India Private Limited
4.	Date of Incorporation	7th August, 1995
5.	Type of the Company	Private Limited Company
6.	Registered office of the Company and email id	S.P. Koil Post, Chengalpattu, Kancheepuram – 603204, Tamil Nadu, India Email: rmanika6@ford.com
7.	Summary of main object as per the memorandum of association; and main business carried on by the Company	The main objects of the Company as stated in its memorandum of association include the following: 1. *"To carry on the business of assemblers and manufacturers of, dealers in, hirers, repairers, cleaners, storers and warehousers of motor-cars, motor-cycles, cyclecars, motors, scooters, cycles and carriages, launches, boats, vans and vehicles and other conveyances of all descriptions (all hereinafter comprised in the term " motors"), whether propelled or assisted by means of petrol, diesel spirit, machinery, appliances, component parts, accessories and fittings of all kinds for motors and other things, steam, gas, electrical, animal or other power, and of engines, chassis, bodies and other things used for, in, or in connection with motors and other things and to buy, sell, let on hire, repair, alter and deal in, or capable of being used in connection with the manufacture, maintenance and working of motors.* 2. *To carry on the business of buying, selling, importing, exporting and dealing in or in any manner facilitating the purchase, sale, or dealing in automobiles of every nature, kind and description, assemblies, sub-assemblies, components, parts, equipments, systems, accessories, tools, dies, jigs, fixtures, implements, goods and materials related thereto.* 3. *To undertake the business of scientific research and development in the area of product development for the manufacture of all types of industrial products and in particular for products of the*

		automotive industry by providing designing, engineering, reengineering and reverse engineering, prototyping, testing, packaging, certification, validation, product data management, and allied services including in the areas of style, quality, functional deployment, development of aggregates, supplier selection and development, quality assurance, self-certification, and the like in relation to or in connection with all aspects of manufacturing of industrial products and in particular for products of the automotive industry including providing scientific research and development, evaluating full range of activities from market research leading upto final product launch , providing the service of personnel and experts, to provide all services on web and to provide all kinds of value added Information technology enabled services including internet services portals, e-com, integrated transaction interchange engines, software development, business process outsourcing and call centers. 4. *To provide services, in India and elsewhere, of developing, operating, maintaining e-commerce portals, platforms (physical, digital or electronic), software applications for internet, mobile and other telecommunication devices, desktops, tablets and other devices for facilitating buying, selling and trading in all types of automobiles, whether new or used/secondhand, all kinds of automobile products, tools, spare parts, accessories (through auctions and other price formats) and to provide consultancy, facilitation services and coordination services to suppliers, dealers and customers."*
8.	Details of change of name, registered office and objects of the Company during the last five years	Nil
9.	Name of the stock exchange (s) where securities of the Company are listed, if applicable	Nil
10.	Details of the capital structure of the Company including authorized, issued, subscribed and paid-up share capital	I. **Present capital structure of the Company:** 1. <u>Authorized share capital:</u> (i) INR 2,20,00,00,00,000 divided into 2,20,00,00,000 equity shares of INR 100/- each; (ii) INR 25,00,00,00,000 divided into 25,00,00,000 preference shares of INR 100/- each. 2. <u>Issued, subscribed and paid-up share capital</u>: INR

<table>
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<td>1,48,23,00,00,000 divided into 1,48,23,00,000 equity shares of INR 100/- each.

II. Capital structure post the effectiveness of the Scheme:

1. Upon the Scheme coming into effect:

(i) Shares will be issued by the Company to the shareholders of the Transferor Company in accordance with the share entitlement ratio.

(ii) The entire issued share capital of the Transferor Company shall stand cancelled and extinguished without any further act, instrument or deed, upon the Scheme becoming effective.</td>
</tr>
<tr>
<td>11.</td>
<td>Names of the promoters and directors along with their addresses</td>
<td>I. The details of the promoters of the Company as on date are as follows:

<table>
<tr><th>Name of Promoters</th><th>Address</th></tr>
<tr><td>Ford Motor Company</td><td>One American Road, Dearborn, Wayne, MI 48126, United States</td></tr>
<tr><td>Ford International Services LLC</td><td>One American Road, Dearborn, Wayne, MI 48126, United States</td></tr>
</table>

II. The details of directors of the Company as on date are as follows:

<table>
<tr><th>Name of Directors</th><th>Address</th></tr>
<tr><td>Satish Varma Datla</td><td>N221, DLF Park Place, Park Drive, DLF City Phase 5, Sector 56, Gurgaon – 122011. Haryana.</td></tr>
<tr><td>Misra Anand (A.)</td><td>No. 4-SharanamCounty, Gala Gymkhana Road, South Bopal, Daskroi, Ahmedabad – 380058, Gujrat.</td></tr>
<tr><td>Dhiraj Dixit</td><td>NO-903 Oceanic House of Hiranandani,5/63 Rajiv Gandhi Salai, Egattur, Chennai – 603103, TN.</td></tr>
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12.	Date of the board meeting at which the Scheme was approved by the board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution	I. The board of the Company in its meeting held on 10th March, 2026 approved the Scheme. II. All directors of the Company (namely, Satish Varma Datla, Misra Anand (A.) and Dhiraj Dixit) unanimously approved the Scheme. III. Directors who voted against the Scheme: Nil IV. Directors who did not participate: Nil

B. Details of the Transferor Company

S. No.	Particulars	Company
1.	Corporate Identification Number	U74120TN1998PTC041070
2.	Permanent Account Number	AAACF5984H
3.	Name of the Transferor Company	Ford Motor Private Limited
4.	Date of Incorporation	2nd September, 1998
5.	Type of the Transferor Company	Private Limited Company
6.	Registered Office of the Transferor Company and email id	Plot No.13,15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur Chennai Kancheepuram Tamil Nadu 600119 India Email: psindhu@ford.com
7.	Summary of main object as per the memorandum of association; and main business carried on by the Transferor Company	The main objects of the Transferor Company as stated in its memorandum of association include the following: 1. *(a) To establish and carry on in India and abroad the business of accounting services including the maintenance of general ledger, accounts payable and accounts receivable functions, fixed assets accounting and maintenance of its records, reconciliation of statements, cost accounting, financial analysis, treasury related operations and accounting functions, designing and Implementing accounting controls through computer related*

		functions and preparation of financial statements and all other business services. *(b) To carry on the business in India or abroad of Information Technology (IT), Information Technology Enabled Services (ITES), providing, training, educating, imparting knowledge, including the business of data entry, processing, to carry on the business of the services of call centers, back office, processing, outsourcing including Business Process Outsourcing (BPO), Knowledge Process Outsourcing (KPO) and Legal Process Outsourcing (LPO), Communication & Networking, Web Development related services, or any other related or allied business services directly or indirectly.* *To import or export the services or activities mentioned in the paragraph stated above.* 2. *To develop, maintain, support, implement, roll out, co-ordinate, deploy, transfer and deal in information technology solutions and e-business solutions including Enterprise Resource Planning (ERP), Customer Relationship Management (CRM), Supply Chain Management (SCM) solutions on site and offshore for commercial, business, design, manufacturing and engineering applications of company and outside customers.* 3. *To provide information technology and e-business enabled services including call centers for internal and external customers to support products and services including technical support.* 4. *To provide consultancy services in process definition process reengineering, information technology solutions, e-business solutions including ERP and Customer Relationship Management (CRM), Call Centers and SCM and manpower consulting.* 5. *To provide support for information technology and e-business solutions including software release management, data and data base management and system performance enhancement.* 6. *To create, develop and manufacture and acquire intellectual properties, programming, software solution and application, merchandise for Internet, Television, Amusement, Entertainment, Education, Publicity and Broadcasting industries. Also to carry on the activities relating to Internet Service Provider and Gateway Network, Telecommunication, Computer, Computer Internet, information relating to Computer work, to Provide all kinds of Liaison work, services and information.* 7. *To provide Internet dial-up, ISDN (Integrated Service Digital Network), Electronic mail, World Wide Web, Video Conferencing, Virtual Private Network (VPN), VSAT (Very Small Aperture Terminal), Voice over network and setting of Internet, Internet and Extranet, related services. All kind of work, consultancy, job work, project, contract related to Internet, Internet and Extranet. Also provide Basic Telephone, Cellular (Mobile) Network facility, leased circuit Valued Aided Services.* 8. *To provide technical assistance and services in respect of computers, designing of web pages, launching and setting up web pages on sites of Internet. Providing Telecommunication Internet Services, Internet server provider, Virtual private Network and Wide Area Networks. Also designing and programming web pages for sites. Hosting Web Marketing and Web Advertisement*

		anything which can be sold via Internet Developing Computer Software, programming, technology systems, data processing, data analysis, repairing and maintenance, assembling as also to carry on the activities relating to computer, Consultancy, research, development or ready to use packages. Dealing in software, providing computer software parts, accessories on lease, and installment basis. 9. *To provide technical assistance and services related to the preparation and maintenance of accounting, statistical, scientific or mathematical information and reports, data processing, programming, collecting, storing, processing and transmitting information and data of every kind and description, system analysis, and machine services for solving or aiding commercial, industrial scientific and research problems and for all other related business.* 10. *To Carry on and undertake the business of manufacturers, buyers, sellers, suppliers, agents, importers, exporters, dealers, distributors, and commission agents in computer hardware, software, components parts, accessories, counselling services in respect of all activities related to computers and programmes.* 11. *To provide consultancy services related to preparation and maintenance of accounting, statistical, scientific or mathematical information data of every kind and description, system analysis, and machine services for solving or aiding commercial industrial scientific and research problems and for all other related business.*
8.	Details of change of name, registered office and objects of the Transferor Company during the last five years	Nil
9.	Name of the stock exchange (s) where securities of the Transferor Company are listed, if applicable	Nil

10.	Details of the capital structure of the Transferor Company including authorized, issued, subscribed and paid-up share capital	I. Authorized share capital: INR 10,00,00,000 divided into 1,00,00,000 equity shares of INR 10/- each II. Issued, subscribed and paid-up share capital: INR 6,43,49,600 divided into 64,34,960 equity shares of INR 10/- each (fully paid up)
11.	Names of the promoters and directors along with their addresses	I. The details of the promoters of the Transferor Company as on date are as follows:

Name of Promoters	Address
Ford Motor Company	One American Road, Dearborn, Wayne, MI 48126, United States
Ford International Services LLC	One American Road, Dearborn, Wayne, MI 48126, United States

II. The details of directors of the Transferor Company as on date are as follows:

Name of Directors	Address
Gangapriya Chakraverti	C 703, Falling Waters, No 1, Periyar Salai Perungudi, Chennai, Tamil Nadu – 600096, India
Srikanth Ramanathan	1, Raj Residency, 6/9,Seethammal Colony First Main Road, Alwarpet Chennai, Tamil Nadu – 600018, India
Subramanian Ramesh	10 Panchayat Colony Radha Nagar, Chrompet Chennai, Tamil Nadu – 600044, India
Dhananjay Achuthan Nair	403 Edina House Of Hiranandani, Omr Road Egattur Opp. Sipcot Sez, Egattur, Padur, Chennai, Tamil Nadu – 603103, India

12.	Date of the board meeting at which the Scheme was approved by the board of directors including the name of the directors who voted in favour of the resolution, who voted against the resolution and who did not vote or participate on such resolution	I. The board of the Transferor Company in its meeting held on 5th March, 2026 approved the Scheme. II. All directors of the Transferor Company (namely, Gangapriya Chakraverti, Srikanth Ramanathan, Subramanian Ramesh and Dhananjay Achuthan Nair) unanimously approved the Scheme. III. Directors who voted against the Scheme: Nil IV. Directors who did not participate: Nil

2.3 **Other details as per Rule 6(3) of the Arrangements Rules**

S. No.	Particulars	Response
1.	Relationship subsisting between the Company and the Transferor Company	The Company and Transferor Company are part of the same group, i.e., "**Ford Group**" and have the same shareholders, i.e., Ford Motor Company and Ford International Services LLC with identical shareholding percentage of 90% being held by FMC and 10% being held by FIS in both the entities respectively.
2.	**Details of the Scheme of Arrangement**	
2 (a)	Parties involved in the arrangement	The Company, the Transferor Company and their respective creditors and shareholders (as applicable).
2 (b)	Appointed Date, Effective Date, share entitlement ratio and other considerations	I. **Appointed Date**: Opening of business on 1st April, 2026 or such other date as the NCLT may direct or allow. II. **Effective Date**: The later of the dates on which certified copy of the order of the NCLT sanctioning this Scheme is filed with the jurisdictional Registrar of Companies, Chennai by the Company and the Transferor Company, as required under the provisions of the Companies Act, 2013 in accordance with this Scheme. III. **Share entitlement ratio**: 1 fully paid-up equity share of INR 100 each of the Company shall be issued for every 1 fully paid-up equity share of INR 10 each held in the Transferor

		Company. IV. **Other considerations, if any**: Nil
2 (c)	Summary of share entitlement ratio report	Report on Fair Share Exchange Ratio and related Valuation dated 17th March, 2026 (enclosed herewith as **Annexure 2)** ("**Report**") has been issued to the Company and Transferor Company by Samarth Valuation Advisory LLP, Registered Valuer. The report provides that: (i) considering Ford Motor Company and Ford International Services LLC are the shareholders in the Company and the Transferor Company (collectively, the "**Companies**")) and hold identical shares in percentage terms i.e., Ford Motor Company holds 90% stake in the Companies and Ford International Services LLC holds 10% stake in the Companies, thus any share exchange ratio for the proposed amalgamation can be considered as the fair share exchange ratio, including, the proposed share exchange ratio of 1:1, i.e., 1 share of the Company to be issued for every 1 share held by the shareholders in the Transferor Company. Copy of the Report is annexed hereto as **Annexure 2**.
2 (d)	Details of capital restructuring	I. The authorized share capital of the Transferor Company shall be added to and shall form part of the authorized share capital of the Company. Accordingly, the authorized share capital of the Company shall stand increased to the extent of the aggregate authorized share capital of the Transferor Company upon the Scheme becoming effective. II. Upon the coming into effect of the Scheme, shares will be issued by the Company to the equity shareholders of the Transferor Company in accordance with the share entitlement ratio. III. The entire issued share capital of the Transferor Company shall stand cancelled and extinguished without any further act, instrument or deed, upon the Scheme becoming effective.
2 (e)	Details of debt restructuring	There is no debt restructuring being undertaken pursuant to the Scheme.
2 (f)	Rationale for the Scheme and benefits of the Scheme as perceived by the Board	I. The Company and Transferor Company are part of the same group, i.e., "**Ford Group**" and have the same shareholders, i.e., Ford Motor Company ("**FMC**") and Ford International Services LLC ("**FIS**") with identical shareholding percentage of 90% being held by FMC and 10% being held by FIS in both the entities respectively. The management of the Ford Group proposes to consolidate the business operations being undertaken by the Company and the Transferor Company to realize the benefits of greater business synergies and reduced administrative and other costs. More particularly, the proposed Amalgamation is expected to have the following benefits: 1. The proposed Amalgamation will result in financial resources of the Companies being efficiently pooled, leading to

		centralized and efficient management of the funds, greater economies of scale and a bigger and stronger resource base for undertaking the business of export of goods and services. 2. The proposed Amalgamation would help in achieving simplified organizational and corporate structure within the Ford Group and streamline business operations and decision-making process. Further, it would improve the earnings and cash flow as generated by the Company. 3. The proposed Amalgamation will enable creation of a larger unified entity and will result in strengthening the financial position and sustainability of the Company by a wider and strong capital base and effective utilization of funds in India. This will also reduce the Company's dependency on the global office of Ford Group for capital and other financial support and thus, will be able to give better security to stakeholders in India. 4. The proposed Amalgamation will result in administrative and operational rationalization, organizational efficiencies, consolidation and improvement in internal systems, procedures and control, reduction in overheads costs, and other expenses and optimal utilization of various resources. Additionally, the proposed Amalgamation will help in better utilization of human resources. 5. The proposed Amalgamation will result in simplicity in working, reduction in various compliances and statutory filings with various government departments and the related costs, which presently have to be duplicated in the companies. 6. The companies will be able to share best practices, cross-functional learnings, and utilize each other's facilities in a more efficient manner. 7. The proposed Amalgamation would be in the interest of the Transferor Company and the Company, and their respective shareholders, creditors, customers, employees and other stakeholders and will not be prejudicial to the interests of any concerned shareholders or creditors or customers or employees or general public at large. 8. In view of the aforesaid, the respective boards of directors of the Transferor Company and the Company after detailed deliberation and consideration, have proposed the Scheme involving Amalgamation of the Transferor Company with, and into, the Company in order to benefit the stakeholders of both the companies.
2 (g)	Amounts due to the unsecured creditors	I. As on 31st December, 2025, the Company has 544 unsecured creditors and an amount of INR 6,76,16,30,728 is due to such unsecured creditors. II. As on 31st December, 2025, the Transferor Company has 468

		unsecured creditors and an amount of INR 128,05,86,528 is due to such unsecured creditors.
3.	Effect of the Scheme	**I. Directors, and Key Managerial Personnel**: The Scheme will not have any adverse effect on the directors or the Key Managerial Personnel ("**KMP**") of the Company and Transferor Company. **II. Promoter and Non-Promoter Members**: 1. With respect to the promoters of the Company, pursuant to the Scheme, the Company will issue shares to the shareholders/ promoters of the Transferor Company based on the share entitlement ratio. The promoters of the Company will not be prejudiced by the Scheme. 2. Pursuant to the Scheme, the entire issued share capital of the Transferor Company shall stand cancelled and extinguished without any further act, instrument or deed, upon the Scheme becoming effective. 3. There are no non-promoter members in the Company or the Transferor Company. **III. Creditors**: 1. The Scheme is not prejudicial to the interests of the creditors of the Company. Upon coming into effect, and with effect from the Appointed Date, all debts, borrowings, liabilities, duties and obligations provided and accounted in the books of the Transferor Company shall, without any further act or deed, be and stand transferred to and/or deemed to be transferred to the Company. 2. The Scheme is not prejudicial to the interests of the creditors of the Transferor Company. **IV. Employees**: Upon the Scheme coming into effect, the employees of the Transferor Company, who are in employment on the Effective Date (*as defined in the Scheme*), shall become the employees of the Company as if they were in continuous service without any break or interruption in service. The aggregate terms and conditions of employment of such employees shall not be less favourable than those applicable to them with reference to their employment in the Company on the date immediately preceding the Effective Date. Accordingly, the Scheme is not prejudicial to the interests of the employees. **V. Depositors, Debenture Holders, Deposit Trustee or Debenture Trustee**: The Company and the Transferor Company do not have any depositors, debenture holders, deposit trustee or debenture trustee. Hence, no such rights and interests will be affected on the effectiveness of Scheme.

4.	Effect of the Scheme on material interest of directors, KMPs and debenture trustee	I. The directors and KMPs of the Company and the Transferor Company do not have any material interest in the Scheme. II. The Company and the Transferor Company do not have any debenture trustee.
5.	Investigations or proceedings, if any, pending against the companies under Companies Act, 2013 or Companies Act, 1956.	Nil
6.	Details of approvals, sanctions or no-objection(s) from regulatory or any other governmental authorities required, received or pending	I. The Scheme was filed by the Company and Transferor Company with the Chennai Bench of the NCLT on 26th March, 2026 and the Chennai Bench of NCLT has given directions to convene the Meeting vide an Order dated 16th June, 2026. II. The Scheme is conditional upon and subject to: (i) approval of the Scheme by the requisite majority shareholders and creditors as per Section 230 of the Companies Act, 2013; (ii) approval of the Scheme by the NCLT, whether with any modification or amendment as the NCLT may deem appropriate or otherwise; (iii) receipt of approvals and sanctions of any Governmental Authority (as defined in the Scheme), if any, as may be required by applicable law; and (iv) the certified copies of the orders of the NCLT sanctioning this Scheme being filed with the Registrar of Companies by the Company and the Transferor Company.
7.	Details of the documents available for inspection or Obtaining extracts or copies	The following documents shall be available for inspection at the registered office of the Company on any working days prior to the date of the Meeting between 10:00 AM IST and 06:00 PM IST: I. Copy of the Scheme; II. Latest audited financial statements of the financial year ended 31st March, 2025; III. Supplementary unaudited financial statements of the Company for the nine months period ended on 31st December, 2025 and supplementary unaudited financial statements of the Transferor Company for the nine months period ended as on 31st December, 2025; IV. Copy of the Order dated 16th June, 2026 in CA (CAA) No.

		CA(CAA)/31(CHE)/2026 of the NCLT directing the Company and Transferor Company separately, to convene the respective meetings; V. Certificate dated 16th March, 2026 issued by Price Waterhouse & Co Chartered Accountants, LLP, the Statutory Auditor of the Company prescribed u/s Section 133 of the Companies Act, 2013; VI. Copy of the report on Fair Share Exchange Ratio and related Valuation dated 17th March, 2026 issued by Samarth Valuation Advisory LLP; VII. Report adopted by the Board of Directors of the Company pursuant to the provisions of Section 232(2)(c) of the Companies Act, 2013; VIII. Copies of the Memorandum of Association and Articles of Association of the Company and Transferor Company; and IX. Any other information or documents as the Board or management believes necessary and relevant for making decisions.

2.4 The unsecured creditors entitled to attend and vote at the Meeting, may vote in person or by proxy, provided that all proxies in the prescribed form are deposited at the registered office at S.P. Koil Post, Chengalpattu, Kancheepuram - 603204, Tamil Nadu, India, not later than 48 hours before the Meeting.

3. The Company confirms that it has filed the Scheme with the Registrar of Companies, Chennai.

4. In compliance with the provisions of Section 232(2)(c) of the Companies Act, 2013, the Board of Directors of the Company have adopted a report *inter alia* explaining the effect of the Scheme on each class of shareholders, key managerial personnel, promoter and non-promoter shareholders. Copy of the said report is enclosed herewith as **Annexure 3**.

5. In compliance with the provisions of Section 232(2)(e) of the Companies Act, 2013, the supplementary unaudited accounting statement of the Company for the nine months period ended on 31st December, 2025 is enclosed herewith as **Annexure 4**.

6. The Certificate dated 16th March, 2026 issued by Price Waterhouse & Co Chartered Accountants, LLP, the Statutory Auditor of the Company prescribed u/s Section 133 of the Companies Act, 2013. Copy of the said certificate is enclosed herewith as **Annexure 5**.

SCHEME OF AMALGAMATION

AMONG

FORD MOTOR PRIVATE LIMITED
("FMPL" OR "TRANSFEROR COMPANY")

AND

FORD INDIA PRIVATE LIMITED
("FIPL" OR "TRANSFEREE COMPANY")

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 AND RULES FRAMED THEREUNDER

NOTARY PUBLIC
R. JAYACHANDRAN
B.A., B.L.,
CITY OF CHENNAI
Reg. No. 50/21
GOVT. OF TAMILNADU

For Ford Motor Private Limited
Director / Authorized Signatory

For FORD INDIA PRIVATE LIMITED
Authorised Signatory

STRUCTURE OF THE SCHEME

The Scheme is divided into the following parts:

Part – I:	Description of Companies and Rationale of the Scheme
Part – II:	Definitions and Interpretation, Share Capital and Effectiveness of the Scheme
Part – III:	Amalgamation of the Transferor Company with the Transferee Company
Part – IV:	General Terms and Conditions

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PART – I

DESCRIPTION OF COMPANIES AND RATIONALE OF THE SCHEME

This Scheme of Amalgamation (hereinafter referred to as "**Scheme**") is presented pursuant to the provisions of Sections 230 to 232 and other applicable provisions of the Act and rules made thereunder, including the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, as may be amended, modified or altered from time to time.

The Scheme *inter alia* provides for:

(i) amalgamation of FMPL (the Transferor Company, as more particularly defined hereinafter) with and into FIPL (the Transferee Company, as more particularly defined hereinafter) by way of merger by absorption and dissolution of FMPL without winding up in terms of Part III of the Scheme ("**Amalgamation**"); and

(ii) matters incidental, consequential or otherwise integrally connected with the above.

1. DESCRIPTION OF COMPANIES

1.1 FMPL or the Transferor Company

(a) The Transferor Company is a private company limited by shares incorporated under the provisions of the Companies Act, 1956 with Corporate Identification Number U74120TN1998PTC041070. The registered office of Transferor Company is located at Plot No.13, 15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur, Kancheepuram, Chennai – 600119, Tamil Nadu, India.

(b) The Transferor Company was incorporated on September 2, 1998 under the name and style of 'Ford Business Services Center Private Limited'. The name of the Transferor Company was changed from 'Ford Business Services Center Private Limited' to 'Ford Motor Private Limited' vide a fresh certificate of incorporation dated February 17, 2015 issued by the Registrar of Companies, Chennai.

(c) The Transferor Company is engaged, *inter alia*, in the business of providing certain information technology and information technology enabled services including payable and receivable accounting, account reconciliations, intercompany accounting, financial analysis, internal control, internal audit, operational support, credit risk analysis, purchasing, marketing, warranty, supply chain management, material planning and logistics, tax compliance, information technology, application development and maintenance, engineering, and manufacturing, data analytics, Computer Aided Design/Computer Aided Engineering (CAD/CAE) and any other information technology and information technology enabled services as required by the Ford Motor Company, USA and its affiliates located across the globe.

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1.2 **FIPL or the Transferee Company**

(a) The Transferee Company is a private company limited by shares incorporated under the provisions of the Companies Act, 1956 with the Corporate Identification Number U34103TN2000PTC045537. The registered office of Transferee Company was originally located in the State of Maharashtra; and was subsequently shifted to the State of Tamil Nadu in terms of order dated March 8, 2000, passed by the Hon'ble Company Law Board, Western Region Bench, Mumbai. The registered office of the Transferee Company is currently located at S.P. Koil Post, Chengalpattu, Kancheepuram, Tamil Nadu – 603204, India.

(b) The Transferee Company was incorporated on August 7, 1995 under the name and style 'EMEF Automotive Company Private Limited'. In pursuance of a joint venture between Ford Motor Company, a leading global automotive company headquartered in Dearborn, Michigan, USA ("**FMC**") and Mahindra & Mahindra Limited ("**Mahindra**"), the Transferee Company was converted into a public limited company; and the name was changed to Mahindra Ford India Limited vide fresh certificate of incorporation dated April 3, 1996 issued by the Registrar of Companies, Maharashtra. The joint venture between FMC and Mahindra was re-aligned in the year 1999, such that the Transferee Company became a subsidiary of FMC, and was renamed as 'Ford India Limited' vide a fresh certificate of incorporation dated January 28, 1999 issued by the Registrar of Companies, Maharashtra. The Transferee Company was thereafter converted into a private limited company on July 4, 2003 in terms of the endorsement made by the Registrar of Companies, Chennai; and the name was changed to 'Ford India Private Limited'.

(c) The Transferee Company was incorporated, *inter alia,* to undertake the business of manufacturing and selling 'Ford' branded cars and parts thereof. In September 2021, on account of various commercial reasons, the Transferee Company announced its decision to cease vehicle manufacturing operations in India. Consequently, at present, the Transferee Company: (i) manufactures and exports powertrains from a powertrain manufacturing facility located in Sanand, Gujarat; (ii) owns an integrated vehicle and engine manufacturing facility located in Chennai, Tamil Nadu, which is being maintained in warm idling state and is proposed to be used for the manufacturing of engines pursuant to the memorandum of understanding dated October 31, 2025 executed between the Transferee Company and the Government of Tamil Nadu read with government order dated October 27, 2025 bearing reference G.O. (Ms.) No. 160; and (iii) operates and maintains a parts distribution network to service its existing customers.

2. PURPOSE AND RATIONALE OF THE SCHEME

2.1 The Transferor Company and Transferee Company are part of the same group, i.e., "**Ford Group**" and have the same shareholders, i.e., FMC and Ford International Services LLC, USA ("**FIS**") with identical shareholding percentage of 90% being held by FMC and 10% being held by FIS in both the entities respectively. The management of the Ford Group proposes to consolidate the business operations being undertaken by the Companies to realize the benefits of

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greater business synergies and reduced administrative and other costs. More particularly, the proposed Amalgamation is expected to have the following benefits:

(a) The proposed Amalgamation will result in financial resources of the Companies being efficiently pooled, leading to centralized and efficient management of the funds, greater economies of scale and a bigger and stronger resource base for undertaking the business of export of goods and services.

(b) The proposed Amalgamation would help in achieving simplified organizational and corporate structure within the Ford Group and streamline business operations and decision-making process. Further, it would improve the earnings and cash flow as generated by the Transferee Company.

(c) The proposed Amalgamation will enable creation of a larger unified entity and will result in strengthening the financial position and sustainability of the Transferee Company by a wider and strong capital base and effective utilization of funds in India. This will also reduce the Transferee Company's dependency on the global office of Ford Group for capital and other financial support and thus, will be able to give better security to stakeholders in India.

(d) The proposed Amalgamation will result in administrative and operational rationalization, organizational efficiencies, consolidation and improvement in internal systems, procedures and control, reduction in overheads costs, and other expenses and optimal utilization of various resources. Additionally, the proposed Amalgamation will help in better utilization of human resources.

(e) The proposed Amalgamation will result in simplicity in working, reduction in various compliances and statutory filings with various government departments and the related costs, which presently have to be duplicated in the Companies.

(f) The Companies will be able to share best practices, cross-functional learnings, and utilize each other's facilities in a more efficient manner.

(g) The proposed Amalgamation would be in the interest of the Transferor Company and the Transferee Company, and their respective shareholders, creditors, customers, employees and other stakeholders and will not be prejudicial to the interests of any concerned shareholders or creditors or customers or employees or general public at large.

2.2 In view of the aforesaid, the respective Board(s) (more particularly defined hereinafter) of the Companies after detailed deliberation and consideration, have proposed this Scheme involving Amalgamation of the Transferor Company with, and into, the Transferee Company in order to benefit the stakeholders of both the Companies. Accordingly, the Scheme has been formulated pursuant to the provisions of Sections 230 to 232 and other relevant provisions of the Act and rules thereunder.

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PART – II

DEFINITIONS AND INTERPRETATION, SHARE CAPITAL AND EFFECTIVENESS OF THE SCHEME

3. DEFINITIONS

In this Scheme, unless repugnant to the meaning or context thereof, (i) terms defined in the introductory Paragraphs and recitals shall have the same meanings throughout this Scheme; and (ii) the following words and expressions, wherever used (including in the recitals and the introductory Paragraphs above), shall have the following meanings:

3.1 "**Act**" means the Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 and other applicable rules and regulations, for time being in force, including any statutory modification or re-enactment thereof, and wherever the context requires, also includes the previous company laws. References in this Scheme to provisions of the Act shall be deemed to mean and include references to particular provisions of the Companies Act, 2013 unless stated otherwise;

3.2 "**Amalgamation**" means the amalgamation of the Transferor Company with and into the Transferee Company in terms of this Scheme, pursuant to the provisions of Sections 230 to 232 read with other applicable provisions of the Act;

3.3 "**Applicable Law(s)**" means any applicable statute, law, regulation, ordinance, rule, judgment, order, clearance, decree, by-law, order, approval, directive, guideline, policy, requirement, or other restriction issued, promulgated or enacted by any governmental/ regulatory/ statutory/ tax authority or any similar form of decision of, or determination by, or any interpretation or adjudication, in each case having the force of law by any of the foregoing authorities having jurisdiction over the matter in question and includes any modifications, re-enactments thereof;

3.4 "**Appointed Date**" means the opening of business on April 1, 2026 or such other date as may be mutually agreed by the respective Boards of Directors of the Transferor Company and Transferee Company with the approval of the NCLT (more particularly defined hereinafter) or such other date as may be fixed by NCLT;

3.5 "**Board of Directors**" or "**Board**" means the Board of Directors of the Transferor Company and/ or the Transferee Company, as the case may be and shall, unless it is repugnant to the context or otherwise, include committee(s) so authorised and duly constituted by the Board of Directors, as the case may be;

3.6 "**Companies**" shall collectively mean the Transferor Company and the Transferee Company;

3.7 "**Effective Date**" means the later of the dates on which certified copy of the order of the NCLT (as defined hereinafter) sanctioning this Scheme is filed with the jurisdictional Registrar of

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Companies (as defined hereinafter) by the Transferor Company and the Transferee Company, as required under the provisions of the Act. Any references in the Scheme to "upon the Scheme becoming effective" or "effectiveness of the Scheme" or "Scheme coming into effect" shall mean the "Effective Date";

3.8 **"Governmental Authority"** or **"Governmental Authorities"** means any applicable central, state or local government, legislative body, statutory authority, regulatory authority or administrative authority, agency or commission or committee or any court, tribunal, board, bureau, instrumentality, judicial or quasi-judicial or arbitral body having jurisdiction over the territory of India;

3.9 **"Intellectual Property Rights"** means:

(a) patents, utility models, rights in inventions, supplementary protection certificates;

(b) right in information (including know-how, confidential information and trade secrets) and the right to use, and protect the confidentiality of, confidential information;

(c) trademarks, service marks, rights in logos, trade and business names, rights in each of get-up and trade dress and all associated goodwill, right to sue for passing off and/ or unfair competition and/or domain names;

(d) copyright, moral rights and related rights, rights in computer software, programs (including source code, object code, firmware, operating systems and specifications) and processes, internet domain names, websites, online web portals, trade names, logos, uniforms;

(e) any other intellectual property rights including license rights in relation to the intellectual property rights referred in Paragraph (a) to (d) above; and

(f) all rights or forms of protection, subsisting now or in the future, having equivalent or similar effects to the rights referred to in Paragraphs (a) to (e) above,

in each case: (i) anywhere in the world; (ii) whether unregistered or registered (including all applications, rights to apply and rights to claim priority); and (iii) including all divisional, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals and right to sue for damages for past and current infringement in respect of any of the same;

3.10 **"Income Tax Act"** or **"IT Act"** means the Income Tax Act, 1961 and Income Tax Act, 2025 and the rules made thereunder and shall include any statutory modification(s), amendment(s) or re-enactment(s) thereof for the time being in force;

3.11 **"NCLT"** or **"Tribunal"** means the jurisdictional National Company Law Tribunal at Chennai having jurisdiction in relation to the Companies and/ or jurisdictional National Company Law Appellate Tribunal as constituted and authorized as per the provisions of the Act and/ or such other forum or authority as may be vested with the powers of a Tribunal for the purposes of

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approving any scheme of arrangement/ amalgamation, compromise or reconstruction of companies under Sections 230 to 232 of the Act;

3.12 "**Record Date**" means the date to be fixed by the Boards of Directors of the Transferor Company and Transferee Company for the purposes of determining the shareholders of the Transferor Company to whom shares of the Transferee Company shall be allotted pursuant to Scheme;

3.13 "**Registrar of Companies**" means the Registrar of Companies, Chennai having jurisdiction in relation to the Companies;

3.14 "**Scheme of Amalgamation**" or "**Scheme**" means this scheme of amalgamation in its present form or with such modifications and amendments as may be made, from time to time, in accordance with appropriate approvals and sanctions of the Tribunal and other relevant Governmental Authorities;

3.15 "**Tax**" means and includes and includes any tax, whether direct or indirect, including income tax (including withholding tax, self-assessment tax, advance tax dividend distribution tax), surcharges, cess, goods and service tax (GST), excise duty, value added tax (VAT), central sales tax (CST), service tax, octroi tax, local body tax, custom duties, duties, charges, fees, levies, or other similar assessments by or payable to any Governmental Authority, including in relation to, (a) income, services, gross receipts, premium, immovable property, movable property, assets, profession, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll and franchise taxes; and (b) any interest, fines, penalties, assessments, or additions to Tax resulting from, attributable to, or incurred in connection with, any proceedings or late payments in respect thereof;

3.16 "**Transferor Company**" or "**FMPL**" means Ford Motor Private Limited, a company incorporated under the provisions of the Companies Act, 1956, bearing corporate identity number U74120TN1998PTC041070 and having its registered office located at Plot No.13, 15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur, Kancheepuram, Chennai – 600119, Tamil Nadu, India;

3.17 "**Transferee Company**" or "**FIPL**" means Ford India Private Limited, a company incorporated under the provisions of the Companies Act, 1956, bearing corporate identity number U34103TN2000PTC045537 and having its registered office located at S.P. Koil Post, Chengalpattu, Kancheepuram, Tamil Nadu – 603204, India;

3.18 "**Undertaking**" means and includes the entire business and all the undertakings of the Transferor Company, of whatsoever nature and kind, and wherever situated, as a going concern, and all its assets, rights, licenses and powers, and all their debts, outstanding(s), liabilities, duties and obligations and includes (but not, in any way, limited to) the following:

(a) all the rights, interests and claims in assets and properties (whether movable or immovable, tangible or intangible, real or personal, corporeal or incorporeal, present, future or contingent, freehold or leasehold or sub-leasehold, or leave and licensed right of way, or

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tenancies, and including any rights created through the division or replication of any lease, sub-lease or similar arrangement in possession or reversion) of the Transferor Company, including the leasehold rights in properties situated at: (i) Plot No.13,15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur, Kancheepuram, Chennai, Tamil Nadu, India, 600119; (ii) premises measuring 2500 square feet of super built up area on the ground floor and premises measuring 5475 square feet of super built up area on the first floor of the commercial building known as "Axis Inspiron" constructed on site bearing BRMP Khatha No. 4043 / 49 situated in Survey no. 49 of Devarachikkanahalli Village, Opp Vijay Bank Colony, Begur Hobli, Bengaluru South Taluk, Bangalore – 560076, (iii) IndiQube Emerald, 368/1B, Thudiyalur Road, Saravanampatti, Coimbatore, Tamil Nadu; (iv) SVB Tech Park, SF 60/2B, Kurumbapalayam Rd, Vasantha Nagar, Kalapatti, Coimbatore, Tamil Nadu – 641048; (v) Tech Incubation Space, 9th floor, Wing A, H2 Block, Mountain Ash, Manyata Embassy, Outer Ring Rd, Manyata Tech Park, Nagavara, Bengaluru, Karnataka – 560045, including without limitation, all the properties, goodwill, technical know-how, electrical equipment, computers and accessories, capital works in progress, software, office equipment, leasehold improvements, fixed and other assets, furniture, fixtures, appliances, accessories, deposits, inventories, current assets, debtors, actionable claims, cash, balances with banks, financial assets, bills of exchange, loans, advances, deferred tax assets, contingent rights or benefits, receivables, financial assets, leases (including lease rights), investments, books, papers, stationery, product specifications, incentives, balances with regulatory authorities;

(b) all debts, borrowing, duties, guarantees, and liabilities if any, including secured and unsecured liabilities, present and future liabilities, contingent liabilities, duties and obligations of the Transferor Company of every kind, nature and description whatsoever and howsoever (including duties/ rights/ obligations under any agreement, contracts, applications, letters of intent or any other contracts) including borrowings, bills payable, bank overdrafts, working capital loans, interest accrued and all other debts, duties, undertakings, contractual obligations; and liabilities towards gratuity, pension benefits, leave encashment, provident fund, sales tax/ value added tax, service tax, goods and services tax and other statutory dues;

(c) all employees of the Transferor Company, whether permanent or temporary, engaged in or in relation to the Transferor Company as on the Effective Date and whose services are transferred to the Transferee Company, all provisions and benefits made in relation to such employees including provident funds, registrations and reserves and contributions, if any, made towards any provident fund, employees state insurance, gratuity fund, staff welfare scheme or any other special schemes, funds or benefits, existing for the benefit of such employees of the Transferor Company (hereinafter referred to as "**Funds**"), together with the investments made by these Funds, which relate to such employees;

(d) all records, files, papers, computer programs, software, manuals, data, catalogues, quotations, lists, sales and advertising materials, customer prototypes and other details of present and former customers and suppliers, customer credit information, customer and

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supplier pricing information, and all other records and documents relating to the business activities and operations of the Transferor Company;

(e) all legal, taxation or other proceedings, enquiries or investigations of whatsoever nature, if any, (including those before any Governmental Authority) that pertain to the Transferor Company or its Undertaking, whether or not initiated by or against the Transferor Company, or proceedings or investigations to which the Transferor Company is a party or proceedings to which any of the assets comprised in the Undertaking of the Transferor Company is being subjected to, whether pending as on Appointed Date or which may be instituted at any time thereafter;

(f) all contracts, agreements, memoranda of undertakings, memoranda of agreements, arrangements (including but not limited to all customer contracts and vendor contracts), undertakings, memorandum of understanding, expressions of interest, whether written or otherwise, deeds, service agreements, security arrangements or other instruments/ arrangements of whatsoever nature along with any rights and obligations, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or which have become effective immediately before the Effective Date;

(g) all permits, registrations, rights, entitlements, tenancies, licenses, permissions, certifications, approvals, subsidies, privileges, exemptions, concessions, clearances, credits, awards, sanctions, allotments, quotas, no-objection certificates, incentives, reserves, provisions, funds, benefits under government schemes, benefits of past expenditures, subsidies, Tax deferrals, Tax credits, (including any credits arising from advance Tax, self-assessment Tax, other income Tax credits, withholding Tax credits, minimum alternate Tax credits, CENVAT credits, goods and services Tax credits, foreign tax credit, other indirect Tax credits and other Tax receivables), other claims under Tax laws, incentives (including subsidies and incentives in respect of income Tax, sales Tax, value added Tax, service Tax, input Tax credits, custom duties and goods and services Tax), benefits, Tax exemptions, Tax refunds (including those pending with any Tax authority), carry forward/ set-off of losses, advantages, benefits and all other rights and facilities of every kind, nature and description whatsoever;

(h) all security deposits, advances (including customer advances), earnest monies, advance lease rentals, or other payments made by the Transferor Company or received by the Transferor Company from the lessors or suppliers or service providers;

(i) right to use the work experience, qualifications, capabilities, legacies and track record with national and international companies, government/ non-government agencies/ bodies, contracts with clients and with vendors (including technical parameters, past performance, track record, financials etc.) of the Transferor Company, whether or not pertaining to the Transferor Company, acquired by reason of the completion of various projects and works, certificates of completion of projects or works issued by the clients and the right to use all

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these for qualifying for any tender or project that may be issued at any time;

(j) all Intellectual Property Rights pertaining to the Transferor Company; and

(k) all insurance policies pertaining to the Transferor Company.

It is intended that the definition of Undertaking under this Clause would enable the transfer of all property, assets, liabilities, employees etc. of the Transferor Company to the Transferee Company pursuant to this Scheme.

4. INTERPRETATION

Unless otherwise expressly specified, or the context otherwise necessarily requires, the following terms shall apply to the interpretation and construction of this Scheme:

4.1 The term 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words used in this Scheme refers to this entire Scheme.

4.2 The headings and captions in this Scheme are for convenience and identification only and shall not affect the interpretation or construction of this Scheme.

4.3 References to the singular shall include references to the plural and vice versa. Words denoting one grammatical gender shall include all grammatical genders.

4.4 References to "include" or "including" shall mean "include without limitation" and "including without limitation" respectively.

4.5 Reference to persons shall include individuals, firms, trusts, bodies corporate (wherever incorporated or un-incorporated), government, state or agency of a state or any joint venture, associations and partnerships, work council, or employee representatives' body (whether or not having separate legal personality).

4.6 References to a Clause or Paragraph, as applicable, shall be deemed to be a reference to a Clause or Paragraph of this Scheme.

4.7 Any reference to any statute or statutory provision shall include:

(a) All subordinate legislations made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated from time to time) and any retrospective amendment; and

(b) Such provision as from time to time, as may be amended, modified, re-enacted or consolidated (whether before or after the filing of this Scheme) to the extent such amendment, modification, re–enactment or consolidation applies or is capable of applying

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to the matters contemplated under this Scheme and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as amended, modified, re-enacted or consolidated from time to time) which the provision referred to has directly or indirectly replaced.

5. EXPRESSIONS NOT DEFINED IN THIS SCHEME

The expressions which are used in this Scheme and not defined in this Scheme, shall, unless repugnant or contrary to the context or meaning hereof, have the same meaning ascribed to them under the Act and other Applicable Law(s), rules, regulations, bye-laws, as the case may be, or any statutory modification or re-enactment thereof from time to time.

6. SHARE CAPITAL

6.1 The share capital structure of the Transferor Company as on December 31, 2025 is as follows:

Particulars	Amount (in INR)
Authorized share capital	
1,00,00,000 equity shares of INR 10 each	10,00,00,000
Total	**10,00,00,000**
Issued, subscribed and paid-up share capital	
64,34,960 equity shares of INR 10 each, fully paid-up	6,43,49,600
Total	**6,43,49,600**

There has been no change in the above capital structure of Transferor Company after December 31, 2025 till the date of approval of this Scheme by the Board of Transferor Company.

6.2 The share capital structure of the Transferee Company as on December 31, 2025 is as follows:

Particulars	Amount (in INR)
Authorized share capital	
2,20,00,00,000 equity shares of INR 100 each	2,20,00,00,00,000
25,00,00,000 preference shares of INR 100 each	25,00,00,00,000
Total	**2,45,00,00,00,000**
Issued, subscribed and fully paid-up share capital	
1,48,23,00,000 equity shares of INR 100 each, fully paid-up	1,48,23,00,00,000
Total	**1,48,23,00,00,000**

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There has been no change in the above capital structure of Transferee Company after December 31, 2025 till the date of approval of this Scheme by the Board of Transferee Company.

6.3 The Companies agree that till the Scheme becomes effective, the Companies are free, pursuant to a corporate action, to alter their authorized, issued, subscribed and paid-up share capital as may be required by the respective business requirements. If any corporate action in relation to the share capital of any of the Companies occurs following the date of approval of the Scheme by the respective Boards of Directors of the Companies and on or before the Scheme coming into effect, the provisions of the Scheme relating to changes in the share capital of the Transferee Company as well as number of equity shares to be issued by the Transferee Company in consideration of the Scheme as mentioned in Part III of the Scheme, shall be subject to adjustments as may be required to account for the aforementioned corporate actions.

7. DATE OF COMING INTO EFFECT

The Scheme set out herein in its present form or with any modification(s) approved or imposed or directed by the Tribunal or any other appropriate authority shall take effect from the Appointed Date but shall be operative from the Effective Date.

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PART – III

AMALGAMATION OF THE TRANSFEROR COMPANY WITH THE TRANSFEREE COMPANY

8. TRANSFER AND VESTING

Upon the Scheme becoming effective and with effect from the Appointed Date, the Transferor Company shall stand amalgamated into the Transferee Company as a going concern, and the whole of the Undertaking as of the Effective Date shall, pursuant to the Sections 230 to 232 of the Act and other Applicable Laws, be and stand transferred to, and vested in, the Transferee Company without any further act, instrument, deed, matter or thing so as to become the undertaking of the Transferee Company by virtue of, and in manner provided in the Scheme.

9. TRANSFER OF ASSETS

9.1 Without prejudice to the generality of Clause 8 above, upon the Scheme becoming effective and with effect from the Appointed Date, the entire business wheresoever situated and whether capable of passing by physical delivery or not and all the estates, assets, rights, capital work-in-progress, current assets, investments, inventories, deposits, furniture, fixtures, computers, appliances, accessories, office equipment, actionable claims, sundry debtors, financial assets and accrued benefits thereon, powers, authorities, awards, allotments, titles, interests, benefits and advantages of whatsoever nature belonging to, or in the ownership, power, possession, control of, or vested in, or granted in favour of, or enjoyed by, the Transferor Company, including but without being limited to all other interests arising to the Transferor Company, of whatsoever nature and wherever situated, whether or not included in the books of the Transferor Company shall, without any further act or deed, be transferred to, and vested in, the Transferee Company pursuant to the provisions of Sections 230 to 232 of the Act, as a going concern, so as to become the property of the Transferee Company.

9.2 Upon the Scheme becoming effective and with effect from the Appointed Date, all immovable properties of the Transferor Company, including land(s) and / or together with the buildings, and structures standing thereon, estates and rights and interests in all immovable properties of the Transferor Company, whether leasehold or otherwise and all documents of title, rights and easements, including pending mutation(s) in relation thereto shall stand vested in and / or be deemed to have been vested in the Transferee Company, as successor in interest and / or title by operation of law pursuant to the order of the NCLT sanctioning the Scheme. Such assets shall stand vested in the Transferee Company and shall be deemed to be and have become the property of the Transferee Company by operation of law. The Transferee Company shall always be entitled to all the rights and privileges attached in relation to such immovable properties and shall be liable to pay appropriate rent, rates and taxes and fulfil all obligations in relation thereto or as applicable to such immovable property. It is hereby clarified that all the rights, title and interest of the Transferor Company in leasehold properties shall, pursuant to Section 232(3) of the Act and the

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provisions of this Scheme, without any further act, instrument or deed, be vested in or be deemed to have been vested in the Transferee Company.

9.3 In respect of such assets of the Transferor Company as are movable in nature or are otherwise capable of transfer by delivery or by endorsement and delivery, the same shall stand transferred and vested without requiring any further act, deed or instrument of conveyance for transfer of the same, and shall become property of the Transferee Company upon the Scheme becoming effective, with effect from the Appointed Date pursuant to the provisions of Sections 230 to 232 of the Act.

9.4 Notwithstanding any provision to the contrary, until the leasehold property and related rights thereto, license / right to use the immovable property, right of way, tenancy rights, liberties and special status are transferred, vested, recorded, effected and/ or perfected, in the records of the appropriate Registrar or Sub-Registrar of Assurances or with the relevant Governmental Authorities, in favour of the Transferee Company, the Transferee Company is deemed to be authorized to carry on business in the name and style of the Transferor Company under the relevant agreement, deed, lease and/or license, as the case may be, and the Transferee Company shall keep a record and / or account of such transactions.

9.5 Upon coming into effect of this Scheme and with effect from the Appointed Date, all secured and unsecured debts, deposits, loans provided and advances recoverable in cash or in kind or for value to be received, if any, from Governmental Authorities, customers and any other persons, outstanding and receivables pertaining to the Transferor Company, whether or not recorded in its books and records shall, on and from the Appointed Date, stand transferred to and vested in the Transferee Company so as to become as and from the Appointed Date, debts owed to, and receivables of, the Transferee Company on the same terms and conditions as were applicable to the Transferor Company without requiring any consent or approval or no objection from the concerned party and without any further act, instrument or deed (although the Transferee Company may, if it so deems appropriate, give notice to the third party that the debts, outstanding and receivables do stand transferred to and vested in the Transferee Company), and the debtors shall be obliged to make payments to the Transferee Company on and after the Effective Date.

9.6 All assets, of whatsoever nature, acquired by the Transferor Company after the Appointed Date and prior to the Effective Date shall also stand transferred to, and vested in, the Transferee Company, upon the Scheme becoming effective, without any further act, instrument or deed.

9.7 All bank accounts which relate to the Transferor Company shall stand transferred to the Transferee Company by virtue of the Scheme and the Transferee Company shall be entitled to continue to operate such bank accounts in the name of the Transferor Company. In addition, the Transferee Company shall be entitled to maintain, and the bankers of the Transferee Company shall allow maintaining by the Transferee Company of, bank accounts in the name of the Transferor Company for such time as may be determined to be necessary by the Transferee Company for presentation and deposition of cheques and other negotiable instruments, payment orders, NACH mandates, ECS debit mandates that have been issued in the name of the Transferor

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Company. All cheques and other negotiable instruments, payment orders, NACH mandates, ECS debit mandates and any other payment instruments which are in the name of the Transferor Company received or presented for encashment after the Effective Date shall be accepted by the bankers of the Transferee Company and shall be credited to the bank account(s) vested in the Transferee Company if presented by the Transferee Company. Similarly, it is hereby expressly clarified that any legal proceedings initiated or to be initiated in relation to cheques and negotiable instruments, payment orders, NACH mandates, ECS debit mandates received or presented for encashment which are in the name of the Transferor Company shall be deemed to be instituted, or as the case may be, continued by or against the Transferee Company after the coming into effect of the Scheme.

10. TRANSFER OF LIABLITIES

10.1 Subject to Clause 10.2, upon the Scheme becoming effective, all liabilities, contingent liabilities, duties and obligations of every kind, nature and description of the Transferor Company, incurred or which arise or accrue to the Transferor Company until the Effective Date whether or not recorded in its books and accounts shall also, without any further act, instrument or deed, be transferred to or deemed to be have been transferred to the Transferee Company so as to become as and from the Appointed Date, the liabilities, contingent liabilities, duties and obligations of the Transferee Company and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such liabilities, contingent liabilities, duties and obligations have arisen, in order to give effect to the provisions of this sub-clause.

10.2 Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date, deemed to be transferred to the Transferee Company, have been discharged by the Transferor Company after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company and all loans raised and used and all liabilities and obligations incurred by the Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and, to the extent they are outstanding on the Effective Date, shall also, without any further act or deed, be and shall stand transferred to the Transferee Company and shall become its liabilities and obligations from such date, which shall meet, discharge and satisfy the same.

10.3 Without prejudice to the foregoing and upon effectiveness of the Scheme, the Transferee Company shall execute and deliver from time to time any instrument(s) and / or document(s) and / or do all the acts and deeds as may be required, including the filing of necessary particulars and / or modification(s) of charges, with the Registrar of Companies to give formal effect to the above provisions, if required.

10.4 The transfer and vesting of Undertaking of the Transferor Company shall be subject to the existing securities, pledge, charges and mortgages, if any, subsisting over or in respect of the property and assets or any part thereof of the Transferor Company. Provided, however that the securities,

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pledge, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Transferor Company shall continue only with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, pledge, charges or mortgages to any other assets of the Transferee Company. It is clarified that any securities, pledge, charges and mortgages (if any subsisting) over and in respect of the assets or any part thereof of the Transferee Company shall continue only with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, pledge, charges or mortgages to any assets of the Transferor Company(as existing immediately before the Effective Date) which are vested in the Transferee Company. The Transferee Company shall not be obliged to create any further or additional security after the Scheme comes into effect or otherwise.

10.5 Upon the Scheme becoming effective, any reference in any security documents or arrangements (to which the Transferor Company is a party, or its assets are the subject matter) to the Transferor Company and its assets, shall be construed as a reference to the Transferee Company and the assets of the Transferor Company vested with the Transferee Company by virtue of this Scheme. It is expressly provided that no other term or condition of the liabilities transferred to Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.

10.6 The provisions of this Clause 10 shall operate notwithstanding anything to the contrary contained in any instrument, deed or writing or the terms of sanction or issue or any security document; all of which shall stand modified and/or superseded by the foregoing provisions.

11. CONTRACTS, DEEDS, OTHER INSTRUMENTS, LICENSES ETC.

11.1 Upon the coming into effect of this Scheme and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, arrangements, insurances, letters of undertaking, policies and other instruments of whatsoever nature, to which the Transferor Company is a party or to the benefit of which Transferor Company is eligible, subsisting or having effect on the Effective Date, shall remain in full force and effect against or in favour, as the case may be, of the Transferee Company and may be enforced as fully and effectually, as if instead of the Transferor Company, the Transferee Company had been a party thereto. It shall not be necessary to obtain the consent of any third party or any other person who is a party to such contracts, deeds, bonds, agreements, schemes, arrangements or any other instrument to give effect to the provisions of this Clause.

11.2 The transfer of the said assets and liabilities of the Transferor Company to the Transferee Company and the continuance of all the contracts by or against the Transferee Company shall not affect any contract relating to the said assets or the liabilities which has already been concluded by the Transferor Company on or after the Appointed Date.

11.3 The Transferee Company may, at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required, under any Applicable Law or otherwise, execute deeds, writings or confirmations or enter into any agreements or novation deeds in favour of any party

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to any contract or arrangement to which the Transferor Company was a party, as may be necessary to be executed in order to give formal effect to the above provisions. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company and, to implement and carry out all such formalities or compliance referred to above on the part/behalf of the Transferor Company to be carried out or performed.

11.4 Upon coming into effect of this Scheme and with effect from the Appointed Date, and subject to Applicable Laws, all the consents, licenses, regulatory or other permits, approvals (including approvals to operate a unit and act as a developer for Special Economic Zone), permissions, registrations, incentives, grants, rights, claims, benefits, subsidies, concessions, special status, and other benefits, liberties or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits all or any refunds, interest due thereon, credits and claims relating thereto that have accrued or which may accrue to the Transferor Company, whether before or after the Appointed Date, shall, without any further act, instrument or deed, be and stand transferred to, and vested in, and or be deemed to have been transferred to, and vested in, and be available to, Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions. The Transferee Company shall make returns or applications to any Governmental Authority as may be necessary in this behalf. Upon coming into effect of this Scheme, all benefits, entitlements and incentives of any nature whatsoever, to the extent statutorily available to the Transferor Company, shall be claimed by Transferee Company without the imposition of any fees, charges, taxes or levy. Such benefits shall relate back to the Appointed Date as if the Transferee Company was originally entitled to such benefits, subject to compliance by the Transferee Company with all the terms and conditions upon which such benefits were made available to the Transferor Company.

11.5 For avoidance of doubt, it is clarified that all the rights and benefits of the Transferor Company through its approvals, titles, consents, permissions, licenses, registrations, certificates, authorities, powers of attorney etc. and all Intellectual Property Rights, certifications, trademarks, licenses, patents, domain names, copyrights and other intellectual property and all other interests shall remain preserved and in full force and effect without any further act, instrument or deed and shall not be adversely affected in any manner on account of this Scheme or any consequential steps.

11.6 All agreements, rights, contracts, entitlements, recognition, quality certifications, permits, licenses, approvals, authorizations, concessions, consents, reversions, powers, customer approvals of every kind, nature and description whatsoever, whether received from a Governmental Authority, public sector undertaking, government institutions or any person and all the past track records, experience certificates, project references, recommendations relating to the business activities and operations of the Transferor Company shall, without any further act, instrument or deed, be and stand transferred to and vested in and or be deemed to have been transferred to and vested in and be available to Transferee Company and shall remain valid, effective and enforceable on the same terms and conditions.

12. LEGAL PROCEEDINGS

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12.1 Upon the coming into effect of this Scheme, all legal proceedings of whatever nature by or against the Transferor Company pending on the Effective Date or instituted anytime thereafter, shall not be abated, be discontinued or be, in any way, prejudicially affected by reason of the transfer of the Undertaking of the Transferor Company or of anything contained in this Scheme but the proceedings shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company as if the Scheme had not been made.

12.2 Upon the Scheme coming into effect and with effect from the Appointed Date, the Transferee Company undertakes to have such proceedings relating to or in connection with the Transferor Company, whether initiated by or against the Transferor Company, transferred in its name as soon as possible and to have the same continued, prosecuted and enforced by or against the Transferee Company.

12.3 Upon the Scheme coming into effect on the Effective Date, the Transferee Company shall and may, if required, initiate any legal proceedings in its name in relation to the Transferor Company in the same manner and to the same extent as would or might have been initiated by the Transferor Company.

13. EMPLOYEES AND STAFF

13.1 On the Scheme becoming effective, all the employees of the Transferor Company in service on the date immediately preceding the date the Effective Date, shall be deemed to have become the employees of the Transferee Company with effect from the Appointed Date, or on their respective joining date, whichever is later, without any break or interruption in service and the aggregate terms and conditions of their employment with the Transferee Company shall not be less favourable than those applicable to them with reference to their employment in the Transferor Company on the date immediately preceding the Effective Date. The Transferee Company further agrees that, for the purpose of paying any compensation which is linked to duration of service, gratuity and other terminal benefits, past services of such employees with the Transferor Company and such benefits to which the employees are entitled in the Transferor Company shall be taken into account and paid (as and when payable) by the Transferee Company.

13.2 Upon the Scheme coming into effect and with effect from the Appointed Date, in respect of any contributions made towards Funds, created or existing for the benefit of the employees of the Transferor Company, together with such of the investments made by these Funds which relate to such employees, the Transferee Company shall stand substituted for the Transferor Company, by operation of law pursuant to the order of the Tribunal sanctioning the Scheme, without any further act, instrument or deed of the Transferee Company or Transferor Company, for all purposes whatsoever, including relating to the obligations to make contributions to the said Funds in accordance with the provisions of such schemes or Funds in the respective trust deeds or other documents and all such contributions made by the Transferor Company on behalf of the transferred employees shall be transferred to the Transferee Company. Such Funds shall be transferred to, and continued to be administered by, the Transferee Company for the benefit of

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such employees. In case the Transferee Company has its own funds in respect of any employee benefits as referred herein, then at the discretion of the Transferee Company and subject to the Transferee Company obtaining necessary approvals and permissions, the Funds may be merged with the relevant funds of the Transferee Company, provided that the Transferee Company, if it so deems appropriate, may continue to maintain the Funds separately and make contributions thereto.

13.3 Without prejudice to above, where necessary under the Applicable Laws, the Transferee Company shall take all steps necessary for the transfer of balances of the Funds, to the Transferee Company. All obligations of the Transferor Company with regard to the said funds shall be taken over by the Transferee Company from the Effective Date to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company and all the rights, powers, duties and benefits of the employees employed in the Transferor Company under such Funds shall be fully protected, subject to the provisions of law for the time being in force. It is clarified that the services of the employees of the Transferor Company will be treated as having been continuous for the purpose of the said Fund or Funds. Pending the transfer of the aforesaid, the Fund dues of the Transferor Company's employees would be continued to be deposited in the existing Funds of the Transferor Company. It is clarified that upon transfer of the aforesaid funds to the Transferee Company, the existing trusts created for such funds by the Transferee Company shall stand dissolved.

13.4 The Transferee Company undertakes to continue to abide by any agreement(s) entered into by the Transferor Company with its employees to the extent and in the manner that such agreements are in effect as on the Effective Date.

13.5 Notwithstanding the aforesaid, the Board of the Transferee Company, if it deems fit and subject to Applicable Law, shall be entitled to:

(a) retain separate trusts or funds with the Transferee Company for the erstwhile fund(s) of the Transferor Company; or

(b) merge the pre-existing funds of the Transferor Company with other similar funds of the Transferee Company.

13.6 With respect to any stock options granted to the employees of the Transferor Company ("**Stock Option Plan**"), upon coming into effect of this Scheme, the right of the employees of Transferor Company to receive shares under the plan shall not be impacted by reason of transfer of their employment to the Transferee Company under this Scheme. Further, the period during which the options granted to the employees of Transferor Company were held by or deemed to have been held by the eligible employees shall be taken into account for determining the minimum vesting period required under the agreement or deed of stock options, as the case may be. It is hereby clarified that the Stock Option Plan, subject to certain conditions being fulfilled, gives the employees of the Transferor Company the option to purchase shares of Ford Motor Company (which is the holding company for the Transferor Company and Transferee Company), and the

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Scheme will have no impact on the Stock Option Plan.

14. ISSUE OF SHARES BY TRANSFEREE COMPANY FOR AMALGAMATION

14.1. Upon the Scheme finally coming into effect and in consideration of the transfer and vesting of the Undertaking including all the assets and liabilities of the Transferor Company to the Transferee Company in terms of this Scheme, the Transferee Company shall, without any further application or deed, issue and all equity shares(s) (hereinafter referred to as the "**New Equity Shares**") to the shareholders of the Transferor Company, whose names appear in the register of members as on the Record Date, in the ratio as

"1 fully paid-up equity share of the Transferee Company of INR 100 shall be issued for every 1 fully paid-up equity share of INR 10 each held in the Transferor Company"

14.2. New Equity Shares to be issued in terms of the aforesaid Clause shall be subject to the provisions of the Memorandum and Articles of Association of the Transferee Company. New Equity Shares shall rank *pari passu* in all respects, including dividend, with the existing equity shares of the Transferee Company. No shares shall be allotted in respect of fractional entitlement by the Transferee Company to which shareholders of the Transferor Company will be entitled as per Clause 14.1.

14.3. The issue and allotment of New Equity Shares by the Transferee Company, as provided in this Scheme, is an integral part thereof. The members of the Transferee Company, on approval of the Scheme, shall be deemed to have given their approval under Sections 42 and 62 of the Act, and other applicable provisions, if any, for issue of New Equity Shares in terms of this Scheme. The Transferee Company will undertake necessary compliance for the issue and allotment of the New Equity Shares. The New Equity Shares shall be issued in dematerialized form into such account as is intimated in writing by the shareholders of the Transferor Company to the Transferee Company.

15. CANCELLATION OF SHARE CAPITAL

15.1 The entire issued share capital of the Transferor Company shall automatically stand cancelled and extinguished without any further act, instrument or deed, upon the Scheme becoming effective. The cancellation of share capital of Transferor Company shall be an integral part of this Scheme and the Companies shall not be required to follow the process under Section 66 of the Act or any provision of Applicable Law. The Transferee Company shall not be required to add the words "and reduced" as suffix to its name consequent upon such cancellation. Shareholders of the Transferor Company will not be required to surrender the share certificates, if any, held in the Transferor Company.

16. CONDUCT OF BUSINESS

16.1 During the period between the approval of the Scheme by the Board of the Transferor Company and the Board of the Transferee Company and the Effective Date, the business of the Transferor

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Company shall be carried out with diligence and business prudence in the ordinary course consistent with past practice in good faith and in accordance with Applicable Law.

16.2 With effect from the Appointed Date and until the occurrence of the Effective Date:

(a) the Transferor Company shall carry on and shall be deemed to have carried on all its businesses and activities; and shall hold and stand possessed and shall be deemed to have held and stood possessed of the Undertaking, including the assets, rights, title, interests, authorities, contracts, investments and decisions, for and on account of, and in trust for, the Transferee Company,

(b) all new obligations, liabilities, duties and commitments attached, related or pertaining to the Transferor Company shall be undertaken and shall be deemed to have been undertaken for and on account of, and in trust of, the Transferee Company.

(c) all the profits, benefits, incentives and incomes accruing or arising to the Transferor Company and all expenditure or losses arising or incurred by it shall, for all purposes, be treated and deemed to be the profits, benefits, incentives and incomes or expenditures and losses, as the case may be, of the Transferee Company.

(d) all assets acquired, leased or licensed, licenses obtained, benefits, entitlements, incentives and concessions granted, contracts entered into, intellectual property developed or registered, or applications made thereto, liabilities incurred, and proceedings initiated or made party to, by the Transferor Company shall be deemed to be transferred to, and vested in, the Transferee Company, without any further act, instrument or deed.

16.3 On and from the Effective Date, the Transferee Company shall be authorized to carry on the businesses carried on by the Transferor Company. The Transferor Company and the Transferee Company shall be entitled, pending the approval of this Scheme by the NCLT or anytime thereafter, to apply to the relevant Government Authorities as may be necessary for such consents, approvals and sanctions which the Transferee Company may require for the purpose of owning, operating and carrying on the business and activities of the Transferor Company after the Effective Date.

16.4 Without prejudice to the other provisions of this Scheme and notwithstanding the fact that vesting of the Transferor Company shall occur by virtue of Part III of the Scheme itself, the Transferee Company may, at any time after coming into effect of this Scheme, in accordance with the provisions hereof, if so required under Applicable Law or otherwise, give notice in such form, as may be required or as it may deem fit and proper and enter into or execute deeds (including deeds of adherence), confirmations, novation, declarations or other writings or documents as may be necessary and carry out and perform all such formalities and compliances, for and on behalf of the Transferor Company, including, with or in favor of and required by (i) any party to the contract to which the Transferor Company are a party; or (ii) any Governmental Authority or non-government authority, in order to give formal effect to the provisions of this Scheme. Provided

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however, that execution of any confirmation or novation or other writings or arrangements shall in no event postpone the giving of effect to this Scheme from the Effective Date.

16.5 Subject to Applicable Laws, the transfer and vesting of the Undertaking along with assets and liabilities shall happen without any notice or other intimation to third parties, debtors, etc. as the case may be. The Transferee Company may give notice to any party, although it is not obliged, in such form as it may deem fit and proper as the case may be, or if directed by the Tribunal or any authorities.

17. AMENDMENT TO THE OBJECTS OF THE TRANSFEREE COMPANY

17.1 On and from the Effective Date, the following sub-clause shall be deemed to have been automatically added to Clause III (A) (Main Objects) of the memorandum of association of the Transferee Company immediately after the existing sub-clauses of Clause III (A) and the "Objects Clause" in the memorandum of association of the Transferee Company shall be deemed to have been amended to that extent by inserting below clauses in the main objects of the Transferee Company:-

"5. (a) To establish and carry on in India and abroad the business of accounting services including the maintenance of general ledger, accounts payable and accounts receivable functions, fixed assets accounting and. maintenance of its records; reconciliation of statements, cost accounting, financial analysis, treasury related operations and accounting functions; designing and Implementing accounting controls through computer related functions and preparation of financial statements and all other business services

(b) To carry on the business in India or abroad of Information Technology (IT), Information Technology Enabled Services (ITES), providing, training, educating, imparting knowledge, including the business of data entry processing to carry on the business of the services of call centers, back office, processing, outsourcing including Business Process Outsourcing (BPO), Knowledge Process Outsourcing (KPO) and Legal Process Outsourcing (LPO), Communication & Networking, Web Development related services, or any other related or allied business services directly or indirectly.

To import or export the services or activities mentioned in the paragraph stated above.

6. To develop, maintain, support, implement, roll out, co-ordinate, deploy, transfer and deal in information technology solutions and e-business solutions including Enterprise Resource Planning (ERP), Customer Relationship Management (CRM), Supply Chain Management (SCM) solutions on site and offshore for commercial, business, design, manufacturing and engineering applications of company and outside customers.

7. To provide information technology and e-business enabled services including call centers for internal and external customers to support products and services including technical support.

8. To carry on, manage, hire, lease, buy, sell, maintain and supervise the business of transmitting,

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manufacturing, supplying, generating distributing and dealing in electricity and all forms of energy and power generated by any source and to construct, lay down, establish, fix and carry out all necessary power stations, transmission and distribution centers, systems and networks and to lay cables, wires, accumulators, plants, motors, meters, apparatus, computers, telecommunication and telemetering equipments and other materials connected with generation, transmission, distribution, supply and other ancillary activities relating to the electrical power and to undertake for and on behalf of others all these activities, in any manner; subject to the existing laws.

9. To provide consultancy services in process definition process reengineering, information technology solutions, e-business solutions including ERP and Customer Relationship Management (CRM), Call Centers and SCM and manpower consulting.

10. To provide support for information technology and e-business solutions including software release management, data and database management and system performance enhancement.

11. To create, develop and manufacture and acquire intellectual properties, programming, software solution and application, merchandise for Internet, Television, Amusement, Entertainment, Education, Publicity and Broadcasting industries. Also to carry on the activities relating to Internet Service Provider and Gateway Network, Telecommunication, Computer, Computer Internet, information relating to Computer work to Provide all kinds of Liaison work, services and information.

12. To provide Internet dial-up, ISDN (Integrated Service Digital Network), Electronic mail, World Wide Web, Video Conferencing. Virtual Private Network (VPN), VSAT (Very Small Aperture Terminal), Voice over network and setting of Internet, Internet and Extranet, related services. All kind of work consultancy, job work, project contract related to internet and extranet. Also, provide basic Telephone, Cellular (Mobile) Network facility, leased circuit Valued aided Services.

13. To provide technical assistance and services in respect of computers, designing of web pages, launching and setting up web pages on sites of Internet. Providing Telecommunication Internet Services, Internet server provider, Virtual private. Network and Wide Area Networks. Also designing and programming web pages for sites. Hosting Web Marketing and Web Advertisement anything which can be sold via Internet Developing Computer Software, programming, technology systems, data processing, data analysis, repairing and maintenance, assembling as also to carry on the activities relating to computer, Consultancy, research, development or ready to use packages. Dealing in software, providing computer software parts, accessories on lease, and installment basis.

14. To provide technical assistance and services related to the preparation and maintenance of accounting, statistical, scientific or mathematical information and reports, data processing, programming, collecting, storing. processing and transmitting information and data of every kind and description, system analysis, and machine services for solving or aiding commercial, industrial scientific and research problems and for all other related business.

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15. To Carry on and undertake the business of manufacturers, buyers, sellers, suppliers, agents, importers, exporters, dealers, distributors, and commission agents in computer hardware, software, components parts, accessories, counseling services in respect of all activities related to computers and programmes.

16. To provide consultancy services related to preparation and maintenance of accounting, statistical, scientific or mathematical information data of every kind and description, system analysis, and machine services for solving or aiding commercial industrial scientific and research problems and for all other related."

17.2 It is hereby clarified that the consent of the shareholders of the Transferee Company and shareholders of the Transferor Company to Part III of this Scheme shall be sufficient for the purposes of effecting the aforesaid amendments in the "Objects Clause" in the memorandum of association of the Transferee Company and that no further resolutions, under the applicable provisions of the Act, shall be required to be separately passed.

18. INTER COMPANY TRANSACTIONS

18.1 Without prejudice to the above provisions, upon the Scheme becoming effective and with effect from the Appointed Date, all inter-company transactions, *inter-se* the Transferor Company and the Transferee Company, including but not limited to:

(a) any loans, advances, payables, investments and other obligations (*including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form*) which are due or outstanding or which may become due at any time in future; or

(b) any agreement/ memorandum of understanding, executed amongst the aforesaid Companies which are due or outstanding or which may become due at any time in future,

shall stand discharged/ cancelled as on the Effective Date and shall be of no effect and the Transferor Company and the Transferee Company shall have no further obligation outstanding in that behalf.

19. TREATMENT OF TAXES

19.1 Any tax liabilities under the IT Act, GST, Service Tax laws, Customs Act or other Applicable Laws/ regulations dealing with taxes/ duties/ levies (hereinafter in this clause referred to as "**Tax Laws**") related to the business of the Transferor Company to the extent provided for or not provided for or covered by tax provision in the accounts made as on the Appointed Date shall be transferred to the Transferee Company. Any surplus in the provision for taxation/ duties/ levies account including advance tax, withholding tax, GST, claims under the IT Act, etc. as on the Appointed Date will also be transferred to the account of the Transferee Company. Any refund under the Tax Laws including any interest due thereon, credits and claims relating to the

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Transferor Company consequent to the assessments made on the Transferor Company and for which no credit is taken in the accounts as on Appointed Date shall also belong to and be received by the Transferee Company.

19.2 All taxes (including income tax, GST, VAT, under the Customs Act etc.) paid or payable by the Transferor Company under any Tax Laws in respect of the operations and/ or the profits of the business on and from the Appointed Date, shall be on account of the Transferee Company and, in so far as it relates to the tax payment (including without limitation income tax, minimum alternate tax, GST, etc.), whether by way of deduction at source, advance tax, or otherwise howsoever, by the Transferor Company in respect of the profits or activities or operation of the business on and from the Appointed Date, the same shall be deemed to be the corresponding item paid by the Transferee Company and shall in all proceedings be dealt with accordingly.

19.3 Upon the Scheme coming into effect on the Effective Date and with effect from the Appointed Date, all deductions otherwise admissible to Transferor Company including payment admissible on actual payment or on deduction of appropriate taxes or on payment of tax deducted at source shall be eligible for deduction to the Transferee Company upon fulfilment of the required conditions under the IT Act.

19.4 Without prejudice to the generality of the above, all exemptions, deductions, benefits, entitlements, incentives, drawbacks, licenses and credits (including but not limited to unutilized input tax credit under GST and taxes withheld/ paid in India and foreign country, all un-availed tax credits and exemptions, and other statutory benefits, etc.) under the Tax Laws, any central government/ state government incentive schemes etc., to which the Transferor Company would be entitled to in terms of the applicable Tax Laws of the union and state governments as well as any foreign jurisdiction, shall be available to and vest in the Transferee Company notwithstanding the certificates/ challans or other documents for payment of such taxes/ duties, as the case may be, being in the name of the Transferor Company.

19.5 The Transferee Company is expressly permitted to file/ revise its income tax, GST, service tax, and other indirect taxes, and other statutory returns under Tax Laws, consequent to this Scheme becoming effective. Such returns may be revised and filed notwithstanding that the statutory period for such revision and filing may have lapsed. The Transferee Company is also expressly permitted to amend tax deducted at source and other statutory certificates and shall have the right to claim refunds, advance tax credits, foreign tax credits, set offs and adjustments relating to its respective incomes/ transactions from the Appointed Date. It is specifically declared that all the taxes/ duties paid by the Transferor Company shall be deemed to be the taxes/ duties paid by the Transferee Company and the Transferee Company shall be entitled to claim credit for such taxes deducted/ paid against its tax/ duty liabilities notwithstanding that the certificates/ challans or other documents for payment of such taxes/ duties are in the name of the Transferor Company. All compliances with respect to Tax Laws or any other law between the Appointed Date and Effective Date done by the Transferor Company shall, upon the approval of this Scheme, be deemed to have been undertaken by the Transferee Company.

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19.6 All tax assessment proceedings/ appeals of whatsoever nature by or against the Transferor Company pending and/ or arising at the Appointed Date shall be continued and/ or enforced until the Effective Date. As and from the Effective Date, the tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

Further, the aforementioned proceedings shall neither abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.

19.7 Upon the coming into effect of this Scheme, all tax compliances under any Tax Laws by the Transferor Company on or after Appointed Date shall be deemed to be made by the Transferee Company.

20. TAX NEUTRALITY

20.1 This Scheme has been drawn up to comply with the conditions relating to "Amalgamation" as specified under the income-tax laws, specifically Section 2(1B) of the Income Tax Act, 1961 and Section 2(6) of the Income Tax Act, 2025, which provides for the following:

(a) all the property of the amalgamating company immediately before the amalgamation becomes the property of the amalgamated company by virtue of the amalgamation;

(b) all the liabilities of the amalgamating company immediately before the amalgamation become the liabilities of the amalgamated company by virtue of the amalgamation;

(c) shareholders holding not less than three-fourths in value of the shares in the amalgamating company (other than shares already held therein immediately before the amalgamation by, or by a nominee for, the amalgamated company or its subsidiary) become shareholders of the amalgamated company by virtue of the amalgamation.

20.2 If any terms or provisions of the Scheme are found to be or interpreted to be inconsistent with any of the said provisions at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the Scheme shall then stand modified to the extent determined necessary to comply with the said provisions. Such modification will however not affect other parts of this Scheme.

21. AMENDMENT OF AUTHORIZED SHARE CAPITAL OF THE TRANSFEREE COMPANY

21.1 The authorized share capital of the Transferor Company shall be added to and shall form part of the authorized share capital of the Transferee Company. Accordingly, the authorized share capital of the Transferee Company shall stand increased to the extent of the aggregate authorized share capital of the Transferor Company as on the Effective Date. In terms of the provisions of Section 232(3)(i) of the Act, and other applicable provisions, if any, the aggregate fees paid by the Transferor Company on its authorized capital shall be set-off against the fees payable by the

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Transferee Company on the increase in the authorized share capital as mentioned above. It is hereby clarified that the Transferee Company will pay the balance fee, if any payable under the Act, on the aforesaid increase in the authorized share capital after deducting the aggregate fees paid by the Transferor Company on their respective pre-amalgamation authorized share capital.

21.2 Clause V(a)/ Capital clause of the memorandum of association and relevant article(s) of the Articles of Association, if any, of the Transferee Company shall stand modified in accordance with Clause 25 to give effect to the aforesaid increase in the authorized share capital of the Transferee Company. Approval of the present Scheme by the shareholders of the Companies will be sufficient for the aforesaid modification in Clause V(a) of the memorandum of association and relevant article(s) of the articles of association, if any, of the Transferee Company and shall be deemed to be full compliance of the Act and Applicable Laws, and no further approval will be required for the same.

21.3 For the avoidance of doubt, it is hereby clarified that if the authorized share capital of the Transferor Company and/or the Transferee Company undergoes any change, as a consequence of any corporate action then the authorized share capital to be specified in Clause V of the memorandum of association of the Transferee Company and relevant article(s), if any, of the articles of association of Transferee Company relating to authorized share capital shall automatically stand modified to take into account the effect of the change.

21.4 Upon this Part III of the Scheme becoming effective, with effect from the Appointed Date, the authorized capital of the Transferee Company shall stand amended from INR 2,45,00,00,00,000 divided into 2,20,00,00,000 equity shares of INR 100 each and 25,00,00,000 preference shares of INR 100 each to INR 2,45,10,00,00,000 divided into 2,20,10,00,000 equity shares of INR 100 each and 25,00,00,000 preference shares of INR 100 each.

21.5 It is hereby clarified that for the purposes of amendment of the authorized share capital of the Transferee Company in accordance with this Clause, the sanction of the NCLT shall be deemed to be sufficient for the purposes of effecting this amendment.

21.6 It is clarified that the Transferee Company, for the purpose of amendment of the authorized share capital and consequent amendment in the memorandum of association of the Transferee Company, shall not be required to pass a separate resolution under Section 13, Section 61 and any other applicable provisions of the Act and on the members of the Transferee Company giving their consent to the Scheme, it shall be deemed that the members of the Transferee Company have given their consent for the amendment of the authorized share capital and consequent amendment in the memorandum of association of the Transferee Company as required under Section 13, Section 61 and any other applicable provisions of the Act. The Transferee Company shall file, with the jurisdictional Registrar of Companies, all requisite forms and complete the compliance and procedural requirements under the Act, if any.

22. ACCOUNTING TREATMENT FOR AMALGAMATION

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22.1 Notwithstanding anything to the contrary contained herein, the Transferee Company shall give effect to the amalgamation of the Transferor Company in its separate financial statements in accordance with the 'pooling of interest method' as laid down in the Appendix C to Ind AS 103, 'Business combinations' notified under Section 133 of the Act read with the rules issued there under and on the date determined as determined under Ind AS.

(a) The Transferee Company shall record the assets and liabilities, including reserves, of the Transferor Company, at its respective carrying values as appearing in the financial statements of the Transferor Company.

(b) The identity of the reserves shall be preserved, and shall appear in the financial statements of the Transferee Company in the same form and at the carrying amounts in which they appeared in the financial statements of Transferor Company.

(c) The inter-company balances between the Transferee Company and the Transferor Company, if any, shall stand cancelled.

(d) In case of any differences in accounting policies between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company shall prevail to ensure consistent accounting policies.

(e) The surplus/ deficit, if any arising after taking the effect of sub-clauses (a) to (d), shall be recognized in equity as "Capital reserve" in the financial statements of the Transferee Company.

(f) Comparative financial information in the financial statements of the Transferee Company shall be restated for the accounting impact of amalgamation as per the requirements of Ind AS 103 (Appendix C).

22.2 As the Transferor Company shall stand dissolved without being wound up upon the Scheme becoming effective, no accounting treatment is being prescribed under this Scheme in the books of the Transferor Company.

23. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of the Undertaking, including assets, properties, business and liabilities, and the continuance of proceedings by or against the Transferee Company, and the effectiveness of contracts and deeds, each as envisaged in this Part III of the Scheme shall not affect any transaction or proceedings relating to the Transferor Company, already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

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24. DISSOLUTION OF TRANSFEROR COMPANY

24.1 On this Scheme becoming effective, the Transferor Company shall stand dissolved without the process of winding up.

24.2 Even after the Scheme becoming effective, the Transferee Company shall be entitled to operate all bank accounts relating to Transferor Company and realize all monies and complete and enforce all pending contracts and transactions in the name of Transferor Company insofar as may be necessary until the transfer and vesting of rights and obligations of the Transferor Company to the Transferee Company under this Scheme is formally effected by the parties concerned.

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PART – IV

GENERAL TERMS AND CONDITIONS

25. INCREASE OF AUTHORISED SHARE CAPITAL OF TRANSFEREE COMPANY

By virtue of Clause 21 above, Clause V(a) of the Memorandum of Association of the Transferee Company shall stand substituted as follows:

"*The authorized share capital of the Company is INR 2,45,10,00,00,000 divided into 2,20,10,00,000 equity shares of INR 100 each and 25,00,00,000 preference shares of INR 100 each, with the power to increase or reduce the authorized capital of the Company.*"

26. VALIDITY OF EXISTING RESOLUTIONS, ETC. IN RESPECT OF PRIOR ACTS

Upon coming into effect of this Scheme, the resolution(s) of the Transferor Company, as are considered necessary by the Board of the Transferee Company and which are valid and subsisting on the Effective Date, shall continue to be valid and subsisting in respect of the relative acts performed/ steps taken prior to the Effective Date and be considered as resolutions of the Transferee Company, as the case may be, and if any such resolutions have any monetary limits approved under the provisions of the Act, or any other applicable statutory provisions, then the said limits shall be added to the limits, if any, under like resolutions passed by the Transferee Company and shall constitute the aggregate of the said limits in the Transferee Company.

27. APPLICATIONS TO THE TRIBUNAL

The Companies shall make the requisite applications/ petitions under Sections 230 to 232 and other applicable provisions of the Act before the NCLT for seeking sanction of this Scheme and all matters ancillary or incidental thereto, as may be necessary to give effect to the terms of this Scheme.

28. CONDITIONALITY OF SCHEME

The Scheme is conditional upon and subject to:

(a) being approved by the respective requisite majorities of the members and creditors of the Transferor Company and the Transferee Company, as required under the Act, subject to any dispensation that may be granted by the Tribunal;

(b) receipt of the order of the Tribunal approving the Scheme; and

(c) filing of the certified copies of the abovementioned order of the Tribunal sanctioning the Scheme, by the Transferor Company and the Transferee Company, under the applicable provisions of the Act with the jurisdictional Registrar of Companies.

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29. EFFECT OF NON-RECEIPT OF APPROVALS

29.1 In the event the Scheme is not sanctioned by the Tribunal for any reason whatsoever or for any other reasons the Scheme cannot be implemented, the Scheme shall become null and void and shall be of no effect and in that event no rights and/ or liabilities shall accrue to or be incurred *inter-se* by the Transferor Company and the Transferee Company, and each Company shall bear and pay its respective costs, charges and expenses for and/ or in connection with the Scheme.

29.2 It is expressly clarified, for the removal of doubt that:

(a) if any of the component(s) of this Scheme cannot be implemented or effected for any reason whatsoever, the remaining component(s) shall not in any way be affected or impaired and the Scheme with the remaining component(s) shall be implemented; and

(b) the non-receipt of any sanctions or approvals for a particular asset or liability forming part of the Transferor Company getting transferred pursuant to this Scheme, shall not affect the effectiveness of the respective section of the Scheme, if the Boards of Directors of the Transferor Company and Transferee Company so decide. The transfer of such asset or liability shall become effective from the Appointed Date as and when the said requisite approvals are received and the provisions of the Scheme shall apply appropriately to the said transfer.

30. MODIFICATIONS OR AMENDMENTS TO THE SCHEME

30.1 Notwithstanding anything to the contrary contained in this Scheme, the Transferor Company and the Transferee Company (acting through their respective Boards of Directors or a committee thereof or authorized representatives) may make or assent to, from time to time, any modifications, amendments, clarifications or confirmations to this Scheme, which they may deem necessary and expedient or beneficial to the interests of the stakeholders, of the Transferor Company and the Transferee Company and/ or which NCLT and / or any other authorities may recommend or impose.

30.2 The Transferor Company and the Transferee Company (acting through their respective Boards of Directors or a committee thereof or authorized representatives) shall be authorized to take all such steps and give such directions, as may be necessary, desirable or proper, to resolve any doubts, difficulties or questions that may arise with regard to the meaning or interpretation of this Scheme or implementation thereof or in any manner whatsoever connected therewith, whether by reason of any directive or orders of the NCLT or any other authorities or otherwise, howsoever arising out of, or under, or by virtue, of this Scheme or any matter concerned or connected therewith and or do and execute all acts, deeds, matters and things necessary for giving effect to the Scheme.

30.3 For the purposes of giving effect to this Scheme or to any modifications or amendments thereof or additions thereto, the Boards of the Transferor Company and the Transferee Company may give and are hereby authorized to determine and give all such directions as are necessary and such

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determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in this Scheme.

30.4 The Boards of Directors of the Transferor Company and/or the Transferee Company shall be at liberty to withdraw from this Scheme any time prior to the effectiveness of the Scheme.

31. REVOCATION AND WITHDRAWAL OF THE SCHEME

31.1 The Boards of Directors of the Transferor Company and the Transferee Company shall be entitled to revoke, cancel, withdraw (in full or part) and declare this Scheme to be of no effect at any stage and where applicable, re-file at any stage in case:

(a) This Scheme is not approved by the shareholders of either of the Transferor Company and/ or the Transferee Company and/ or the NCLT or if any other consents, approvals, permissions, resolutions, agreements, sanctions and conditions required for giving effect to this Scheme are not received, or delayed in the opinion of the Boards of the Companies; or

(b) Any condition or modification imposed by the shareholders of either of the Transferor Company and/ or the Transferee Company and/ or the NCLT and/ or any other Governmental Authority is not acceptable to the Boards; or

(c) The coming into effect of this Scheme in terms of the provisions hereof or filing of the drawn-up order(s) with any Governmental Authority could have adverse implication on either of the Transferor Company and/ or the Transferee Company; or

(d) for any other reason whatsoever,

and do all such acts, deeds and things as they may deem necessary and desirable in connection therewith and incidental thereto. On revocation, cancellation or withdrawal, this Scheme shall stand revoked, cancelled or withdrawn and be of no effect and in that event, no rights and liabilities whatsoever shall accrue or be incurred *inter-se* between the Transferor Company, Transferee Company or their respective shareholders or employees or any other person, save and except in respect of any deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto.

32. SEVERABILITY

If any part of this Scheme is held invalid, ruled illegal by any court of competent jurisdiction, or becomes unenforceable under present or future laws, then it is the intention of the Companies that such part of the Scheme shall be severable from the remainder of the Scheme, and this Scheme shall not be affected thereby, unless deletion of such part of the Scheme shall cause this Scheme to become materially adverse to the Transferor Company and/ or the Transferee Company, in which case the Companies shall attempt to bring about a modification in this Scheme, as will best preserve for the Companies the benefits and obligations of this Scheme, including but not limited to such part of the Scheme.

For FORD INDIA PRIVATE LIMITED
Authorised Signatory

NOTARY PUBLIC R. JAYACHANDRAN B.A.,B.L., CITY OF CHENNAI Reg. No. 60/21 GOVT. OF TAMILNADU

For Ford Motor Private Limited
Director / Authorized Signatory

33. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties (including but not limited to the stamp duty and/ or transfer charges, if any), levies and all other expenses, if any (save as expressly otherwise agreed) of the Companies arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company.

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NOTARY PUBLIC
R. JAYACHANDRAN B.A.,B.L., CITY OF CHENNAI Reg. No. 50/21
GOVT. OF TAMILNADU

26-3-26

R.JAYACHANDRAN
ADVOCATE & NOTARY
Saidapet Bar Association
Saidpet Court, Chennai

For FORD INDIA PRIVATE LIMITED
Authorised Signatory

For Ford Motor Private Limited
Director / Authorized Signatory

Samarth Valuation Advisory LLP
Registered Valuer Entity

45, Arjun Marg, DLF Phase 1,
Gurugram, Haryana-122002
info@samarthvaluation.com

March 17, 2026

To,

The Board of Directors
Ford India Private Limited
S.P. Koil Post, Chengalpattu,
Kancheepuram District,
Tamil Nadu - 603204

Ford Motor Private Limited
Plot No.13,15 and 16, Survey No. 602/3,
Elcot Sez Sholinganallur, Kancheepuram,
Chennai, Tamil Nadu - 600119.

Sub: Recommendation of Fair Share Exchange Ratio for the proposed Amalgamation of Ford Motor Private Limited into and with Ford India Private Limited.

Dear Sir(s) / Madam,

This is in reference to our formal engagement letter dated January 27, 2026, and various discussions/ communications that we had and the information that we have received from the management and key executives of **Ford Motor Private Limited** (hereinafter referred to as "FMPL" or "Transferor Company") and **Ford India Private Limited** (hereinafter referred to as "FIPL" or 'Transferee Company"), wherein management of the above companies have requested Samarth Valuation Advisory LLP, a Registered Valuer Entity, registered with Insolvency and Bankruptcy Board of India (hereinafter referred to as 'Valuer', or 'We') to recommend Fair Share Exchange Ratio for proposed merger of FMPL into and with FIPL (hereinafter referred to as "Proposed Scheme"), under the provisions of Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 of India and rules thereunder.

Transferor Company and Transferee Company are hereinafter collectively referred to as "Specified Companies" or "Companies".

BRIEF BACKGROUND OF THE SPECIFIED COMPANIES

Ford Motor Private Limited

Ford Motor Private Limited is engaged in the business of providing certain information technology and information technology enabled services including payable and receivable accounting, account reconciliations, intercompany accounting, financial analysis, internal control, internal audit, operational support, credit risk analysis, purchasing, marketing, warranty, supply chain management, material planning and logistics, tax compliance, information technology, application development and maintenance, engineering, and manufacturing, data analytics, Computer Aided Design/Computer Aided Engineering (CAD/CAE) and any other information technology and information technology enabled services as required by Ford Motor Company, USA and its affiliates located across the globe.

Ford India Private Limited

Ford India Private Limited was incorporated to undertake the business of manufacturing and selling 'Ford' branded cars and parts thereof. In September 2021, on account of various commercial reasons, the Transferee Company announced its decision to cease vehicle manufacturing operations in India. Consequently, at present, the Transferee Company: (i) manufactures and exports powertrains from a powertrain manufacturing facility located in Sanand, Gujarat; (ii) owns an integrated vehicle and engine manufacturing facility located in Chennai, Tamil Nadu, which is being maintained in warm idling state and is proposed to be used for the manufacturing of engines pursuant to the memorandum of understanding dated October 31, 2025 executed between the Transferee Company and the

Government of Tamil Nadu read with government order dated October 27, 2025 bearing reference G.O. (Ms.) No. 160; and (iii) operates and maintains a parts distribution network to service its existing customers.

SCOPE AND PURPOSE

We understand that the Board of Directors of Specified Companies (the "Management") is proposing amalgamation of Ford Motor Private Limited with Ford India Private Limited ("Amalgamation"). Pursuant to the Amalgamation the Transferor Company will cease to exist as a separate legal entity under the Companies Act, 2013, and shall be deemed to be dissolved without winding up for the purposes of the Companies Act, 2013 with effect from the date of effectiveness of the Proposed Scheme (hereinafter referred to as the "Effective Date"), under the provisions of Section 230 to 232 of the Companies Act, 2013, and other applicable rules of the Companies Act, 2013 of India and rules thereunder. As a consideration for this proposed Amalgamation, shareholders of FMPL would be issued Equity Shares of FIPL in lieu of their holding in FMPL basis fair value of the Equity Shares of FIPL and FMPL, as of December 31, 2025.

Upon coming into effect of the Proposed Scheme and with effect from the Effective Date or such other date as approved by the National Company Law Tribunal and subject to the terms of the Proposed Scheme, all assets and liabilities of FMPL, immediately before the Amalgamation, shall become the assets and liabilities of the Transferee Company, by virtue of the Amalgamation. As consideration, all shareholders of FMPL shall be issued like-for-like instruments by FIPL—holders of equity share in FMPL shall be issued equity shares of FIPL. On the Proposed Scheme becoming effective and with effect from the Effective Date, FMPL shall stand dissolved.

For the aforesaid purpose, the Board of Directors of Specified Companies has appointed Samarth Valuation Advisory LLP, a Registered Valuer Entity, registered with the Insolvency and Bankruptcy Board of India to submit a report on Fair Share Exchange Ratio for shares of FIPL to be issued to shareholders of FMPL in consideration for the amalgamation of the Transferor Company into the Transferee Company, pursuant to the Proposed Scheme.

We understand from the Management that, the Proposed Scheme shall come into legal operation from the Effective Date or such other date as may be approved by the Hon'ble National Company Law Tribunal (hereinafter referred to as "NCLT") or Hon'ble National Company Law Appellate Tribunal (hereinafter referred to as "NCLAT"), or any other competent court(s), judicial or quasi-judicial authority(ies) or any other competent authority(ies) having the power to sanction this Proposed Scheme, as the case may be.

The scope of our service is to conduct valuation of equity shares of Specified Companies and recommend a Fair Share Exchange Ratio for the Proposed Scheme in accordance with International Valuation Standards (IVS) and ICAI Valuation standards 2018 issued by Institute of Chartered Accountants of India.

We have considered financial information up to December 31, 2025 (the "Valuation Date") in our analysis and adjusted for facts made known (past or future) to us till the date of our report, including taking into consideration current market parameters, which will have a bearing on the valuation analysis. We have relied on the above while arriving at the fair share exchange ratio for the Proposed Scheme.

We have been informed that from the Valuation Date and up to the date of the approval/sanction of the Proposed Scheme:

1. The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall be deemed to have held and stood possessed of and shall hold and stand possessed of its business and undertakings for and on account of and in trust for the Transferee Company.

2. Any income or profit accruing or arising to the Transferor Company and all costs, charges, expenses and losses or taxes (including deferred tax balances, if any) incurred by the Transferor Company shall for all purposes be treated as the income, profits, costs, charges, expenses and losses or taxes (including deferred tax balances, if any), as the case may be, of the Transferee Company.

3. There are no unusual/abnormal events in the Specified Companies since the last audited accounts till the Report date materially impacting their operating/financial performance.

We have relied on the above while arriving at the fair share exchange ratio for the proposed Amalgamation.

This report is our deliverable with respect to our recommendation of the Fair Share Exchange Ratio for the Proposed Amalgamation.

This report is subject to the scope, assumptions, qualifications, exclusions, limitations, and disclaimers detailed hereinafter. As such, the report is to be read in totality and not in parts.

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SOURCES OF INFORMATION

In connection with the exercise, we have received the following information from the Management of the Specified Companies:

- ✓ Provisional financial statements of FIPL for the period ended December 31, 2025 (refer to Annexure 2).
- ✓ Provisional financial statements of FMPL for the period ended December 31, 2025 (refer to Annexure 3).
- ✓ Audited financial statements of FIPL for the year ended March 31, 2025, and March 31, 2024. (refer to Annexure 2).
- ✓ Audited financial statements of FMPL for the year ended March 31, 2025, and March 31, 2024. (refer to Annexure 4).
- ✓ Shareholding pattern of the Specified Companies as of December 31, 2025.
- ✓ Proposed Scheme of Amalgamation.
- ✓ Management Representation Letters of Specified Companies addressed to us.
- ✓ Information available in the public domain and databases such as S&P Capital IQ, Private Circle, MCA, and other subscribed databases.
- ✓ Such other information and explanations were required by us and were furnished by the Management of the Specified Companies.

During the discussions with the Management, we have also obtained explanations and information considered reasonably necessary for our exercise. The Management has been provided with the opportunity to review the draft report as a part of our standard practice to make sure that factual inaccuracy/omissions are avoided in our report.

IDENTITY OF VALUER AND DISCLOSURE OF INTEREST OR CONFLICT

Name: Samarth Valuation Advisory LLP
Address: 45, Arjun Marg, DLF Phase 1, Gurugram, Haryana-122002
IBBI Registered valuer registration: IBBI/RV-E/06/2021/157
IBBI Assets class registration: Securities and Financial Assets

Partner: Romesh Vijay, Registered Valuer: Securities or Financial Assets
IBBI Registration No.: IBBI/RV/06/2019/11008
ICAI RVO Membership No. 00575/2018-19
ICAI Membership No.: 411274

Romesh has 16+ years of professional experience in Business Valuation and Corporate Finance and Assurance Services. He has undertaken valuation for large Indian Corporates including many listed companies, Multinational Companies and start-up's including many unicorns for regulatory, transaction and accounting purposes. He had also contributed to many articles on valuation published by ICAI RVO and had conducted various seminars on valuation.

He qualified as a rank holder Chartered Accountant in 2008. and started his career with S.R. Batliboi & Associates (member firm of Ernst & Young). He is also a partner with Jain Jindal & Co., Chartered Accountants.

We are an independent valuer and are not affiliated to the Specified Companies in any manner whatsoever. We do not have a present or prospective interest in the property that is the subject of this report, and we have no (or the specified) personal interest with respect to the parties involved.

We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

Date of appointment

We have been formally appointed by the Board of Directors of – FIPL and FMPL vide Board Resolution dated January 30, 2026 and formal engagement letter dated January 27, 2026.

Valuation Standards

Our valuation methodologies and approaches are in conformity with the Valuation Standards issued by the ICAI and International Valuation Standards (IVS), published by the International Valuation Standards Council (IVSC). The Valuation Standards issued by ICAI set out concepts, principles and procedures which are generally accepted internationally having regard to legal framework and practices prevalent in India.

Valuation Base and Premise of Value

Valuation of the Equity Shares of Specified Companies, as on the Valuation Date, is carried out in accordance with the International Valuation Standards ("IVS") and the ICAI Valuation Standards ('ICAI VS'). Valuation base means the indication of the type of value being used in an engagement.

We have used Fair Value Base of Valuation and Going Concern Premise for the valuation of shares as stated in *ICAI Valuation Standard 102 Valuation Bases*.

As per ICAI Valuation Standard "*Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the Valuation Date.*"

Going concern value is the value of a business enterprise that is expected to continue to operate in the future.

Valuation Date

The reference date for the purposes of this valuation exercise of FIPL and FMPL is December 31, 2025. The latest audited financial statements provided by the Management for the Specified Companies are for the year ended March 31, 2025.

As mentioned earlier, we understand from the Management that there have been no significant/ abnormal events in the Specified Companies since the provisional financial statements date till the Report date that can materially impact operating/ financial performance except those disclosed to us.

Restriction on the use of the report

Our report is issued for limited purposes of recommendations on the Fair Share Exchange Ratio and should not be used for any other purposes. We understand that the Specified Companies are required to submit/ disclose this report to Shareholders and Creditors the Specified Companies, Regulatory Authorities including the National Company Law Tribunal, and Consultants advising on the Scheme of Amalgamation. We permit such disclosure, however to the fullest extent permitted by law, we accept no responsibility or liability to any other party except Specified Companies, in connection with this report

Inspection/ Investigation Undertaken

- ✓ We have enquired and understood the historical audited financial statements and the provisional financial statements of the Specified Companies, as of the Valuation Date.
- ✓ We have understood the business of the Specified Companies and the key factors affecting their business.
- ✓ Conducted enquiries and discussions on information received from the Management of the Specified Companies.
- ✓ We have further discussed contingent liabilities with Management and understood the Management's assessment of the contingent liabilities.

Procedures adopted in carrying out the valuation

- ✓ Execution of valuation engagement letter.
- ✓ Requested and received financial and qualitative information.
- ✓ Obtained data available in public domain.
- ✓ Discussed (physical/ over call) with Management:
  - Details of Proposed Scheme, understanding the business fundamental factors that affect its earning generating capacity including strengths, weakness opportunity and threats and historic financial performance.
- ✓ Researched publicly available market data including the economic factors and industry trends that may impact valuation.
- ✓ Arrived at valuations of the Specified Companies using the method/(s) considered appropriate.
- ✓ Arrived at the fair share exchange ratio for the Proposed Amalgamation of FMPL into and with FIPL.

Other confirmations

- ✓ We have got adequate information and time for carrying out the valuations of the Specified Companies.
- ✓ We have not requested projections for the Specified Companies and thus are unable to comment on the same.

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SCOPE LIMITATIONS, ASSUMPTIONS, QUALIFICATIONS, EXCLUSIONS, AND DISCLAIMERS

This report is subject to the scope limitations detailed hereinafter. As such the report is to be read in totality, and not in parts, in conjunction with the relevant documents referred to herein and in the context of the purpose for which it is made. Further, our report on recommendation of Fair Share Exchange Ratio is in accordance with ICAI Valuation Standards 2018 and IVS published by IVSC.

This report has been prepared for the Board of Directors of the Specified Companies solely for the purpose of recommending a Fair Share Exchange Ratio for the Proposed Amalgamation.

The estimates of value contained herein are not intended to represent a value of the Specified Companies at any time other than December 31, 2025, as per the agreed scope of our engagement.

Valuation analysis and results are also very specific to the date of this report. This report is issued on the understanding that the Management has drawn our attention to all the matters, which it is aware of concerning the financial position of the business and any other matter, which may have an impact on our analysis, on the value of the unquoted equity shares of the Specified Companies, including any significant changes that have taken place or are likely to take place in the financial position of the business.

Valuation is not a precise science and the conclusions arrived at will be subjective and dependent on the exercise of individual judgment. There is, therefore, no indisputable single value. While we have provided an assessment of value by applying certain formulae which are based on the information available, others may place a different value.

The Management has represented that the Specified Companies have clear and valid title of assets. No investigation on the Specified Companies' claim to title of assets has been made for the purpose of this valuation and their claim to such rights has been assumed to be valid.

The draft of the present report was circulated to the Management to confirm the facts stated in the report and to confirm that the information or facts stated in the report are not erroneous.

For the purpose of this exercise, we were provided with both written and verbal information including information detailed hereinabove in para 'Sources of Information'. Further, the responsibility for the accuracy and completeness of the information provided to us by the Management of Specified Companies is that of the Management of Specified Companies. Also, with respect to explanations and information sought from the Specified Companies, we have been given to understand by the Management that they have not omitted any relevant and material factors about the Specified Companies. The Management has indicated to us that they have understood that any omissions, inaccuracies, or misstatements by the Management may materially affect our valuation analysis/conclusions. Also, we assume no responsibility for technical information furnished by the Management and believed to be reliable.

In accordance with our engagement letter and in accordance with the customary approach adopted in valuation exercises, our work does not constitute an audit, due diligence or certification of the information referred to in this report including information sourced from the public domain. Accordingly, we are unable to and do not express an opinion on the fairness or accuracy of any information referred to in this report and the consequential impact on the present exercise. However, nothing has come to our attention to indicate that the information provided/ obtained was materially misstated/incorrect or would not afford reasonable grounds upon which to base the report.

A valuation of this nature involves consideration of various factors including those impacted by prevailing market trends in general and industry trends in particular.

This report is issued on the understanding that Management has drawn our attention to all the matters, which they are aware of concerning the financial position of the Specified Companies and any other matter, which may have an impact on our opinion, on the fair value of the shares of the Specified Companies including any significant changes that have taken place or are likely to take place in the financial position of the Specified Companies. Events and transactions occurring after the date of this report may affect the report and assumptions used in preparing it and we do not assume any obligation to update, revise, or reaffirm this report.

The Report assumes that the Specified Companies complies fully with relevant laws and regulations applicable in all its areas of operations unless otherwise stated and that it will be managed in a competent and responsible manner. Further, except as specifically stated to the contrary, this valuation report has given no consideration to the following matters:

- Matters of a legal nature, including issues of legal title and compliance with local laws, and
- Litigation and other contingent liabilities that are not recorded in the audited/unaudited balance sheets of the Specified Companies.

We are not aware of any contingency, commitment, or material issues that could materially affect the Specified Companies' economic environment and future performance and therefore, the fair value of the Specified Companies business. No effort has been made to determine the possible effect, if any, on the subject business due to future Central, State, or Local legislation, including any environmental or ecological matters or interpretations thereof.

The fee for the engagement and this report is not contingent upon the results reported. We have no present or contemplated financial interest in any of the Specified Companies.

Our report is not, nor should it be construed as opining or certifying the compliance of the proposed Amalgamation with the provisions of any law including companies, competition, taxation (including transfer pricing) and capital market related laws or as regards any legal implications or issues arising in India or abroad from such Proposed Amalgamation.

Any person/party intending to provide finance/invest in the shares /business of the Specified Companies shall do so after seeking their own professional advice and after carrying out their own due diligence procedures to ensure that they are making an informed decision.

The decision to implement the Proposed Scheme (including the issue of consideration thereunder) lies entirely with the Management and our work and our finding shall not constitute a recommendation as to whether or not the Management should implement the Proposed Scheme.

This Report is meant for the purpose mentioned earlier only and should not be used for any purpose other than the purpose mentioned therein. It is exclusively for the use of the Specified Companies and for submission to any regulatory/ statutory authority/ NCLT as may be required under any law. This Report should not be copied or reproduced without obtaining our prior written approval for any purpose other than the purpose for which it is prepared. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to whom the report is disclosed or otherwise made available.

We do not make any representation or warranty, express or implied, as to the accuracy, reasonableness or completeness of the information, based on which the valuation is carried out. All such parties expressly disclaim any and all liability for/or based on or relating to any such information contained in the valuation.

Our scope of work is limited to the recommendation of the Fair Share Exchange Ratio based on the fair value of equity of respective companies. It does not include a recommendation on the proposed restructuring carried out as part of the Proposed Scheme.

This report, its contents, and the analysis herein are specific to (i) the purpose of our assessment agreed as per the terms of our engagement, (ii) the report date and (iii) are based on the unaudited financial statements of the Specified Companies as of December 31, 2025. The Management of the Specified Companies has represented that the business activities of the Specified Companies have been carried out in the normal and ordinary course between December 31, 2025, and the report date and that no material changes have occurred in their respective operations and financial position between December 31, 2025, and the report date, except disclosures made to the valuer.

SHAREHOLDING PATTERN OF THE SPECIFIED COMPANIES

FMPL or Transferor Company:

Shareholding Pattern of FMPL, as of December 31, 2025:

Investors	Equity Shares	Holding %
Ford Motor Company, USA	57,91,464	90%
Ford International Services LLC, USA	6,43,496	10%
Total	**64,34,960**	**100%**

(Source: Management)

FIPL or Transferee Company:

Shareholding Pattern of FIPL, as of December 31, 2025:

Investors	Equity Shares	Holding %
Ford Motor Company, USA	1,334,070,000	90%
Ford International Services LLC, USA	14,82,30,000	10%
Total	**1,48,23,00,000**	**100%**

(Source: Management)

As evidenced from the above shareholding pattern for the Specified Companies, Ford Motor Company, USA and Ford International Services LLC, USA are the only shareholders in the Specified Companies and hold identical shares in percentage terms i.e., Ford Motor Company, USA holds 90% stake in Specified Companies and Ford International Services LLC, USA holds 10% stake in Specified Companies.

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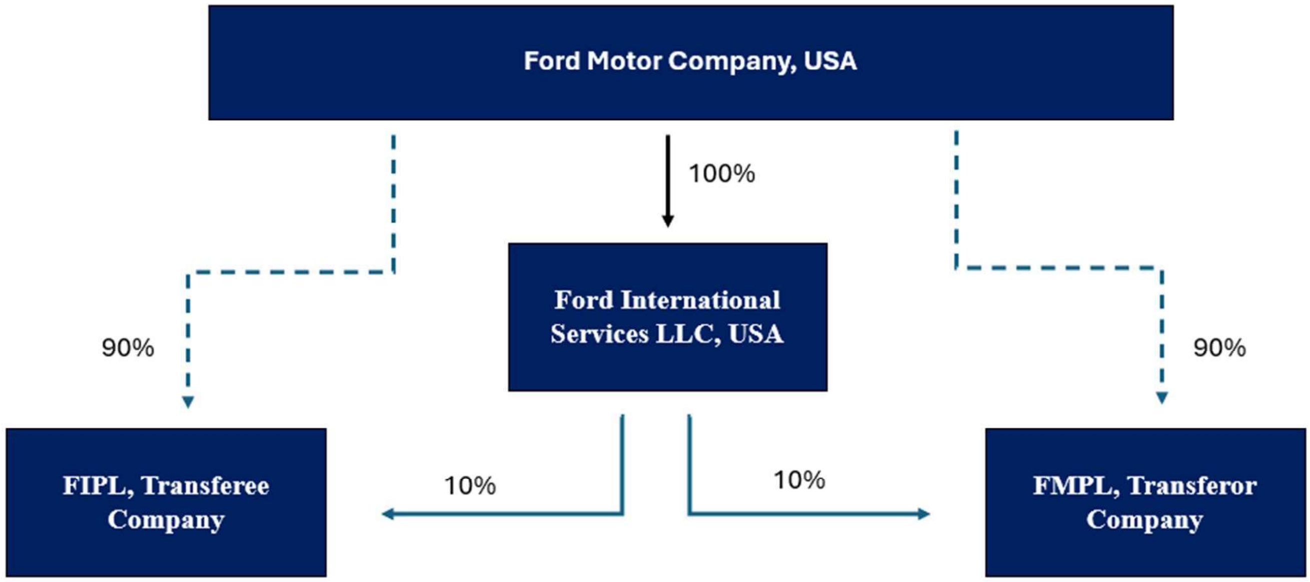
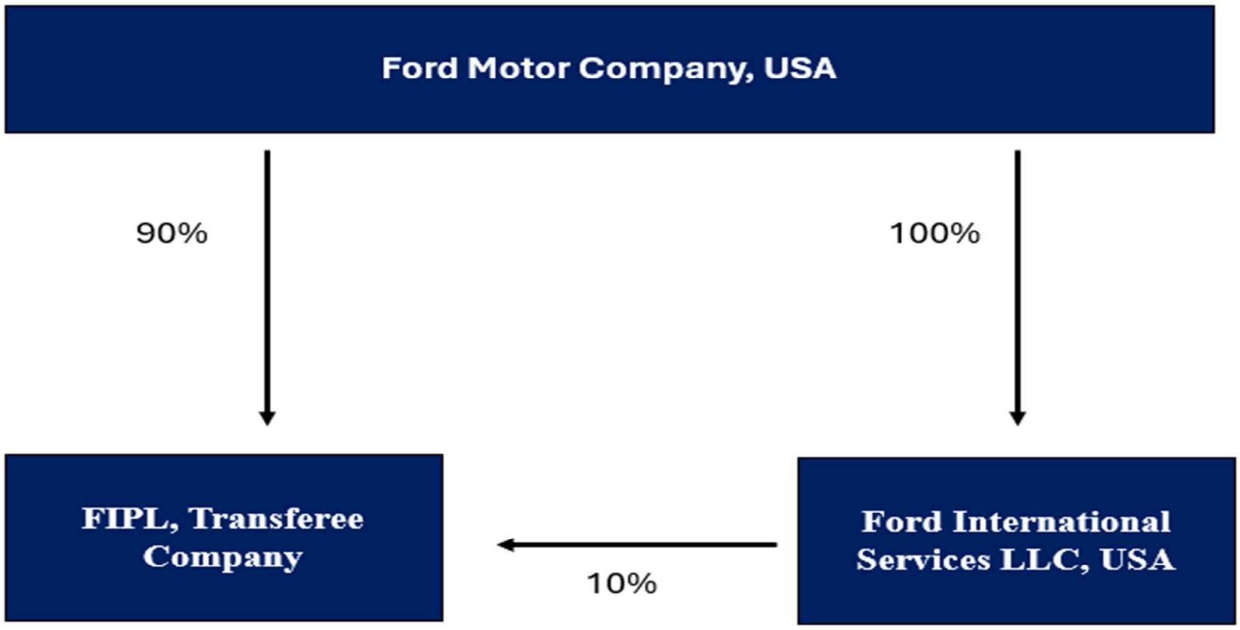
SUMMARY OF PROPOSED SCHEME OF AMALGAMATION

Prior to the proposed Scheme of Amalgamation, the organisation structure is presented in the chart below.



Ford Motor Company, USA effectively owns 100% stake in the Transferee Company and Transferor Company through its direct shareholding of 90% and remaining 10% through its wholly owned subsidiary Ford International Services LLC, USA.

The corporate structure post consummation of the above-stated proposed Scheme of Amalgamation is presented in the chart as follows.



APPROACH - PROPOSED SCHEME OF AMALGAMATION

The Proposed Scheme of Amalgamation contemplates the amalgamation of FMPL into and with FIPL under the provisions of Section 230 to 232 of the Companies Act.

Arriving at the Fair Share Exchange Ratio for the purposes of Proposed Amalgamation of the Specified Companies would require determining the relative fair values of each of the Specified Companies involved. These values are to be determined independently but on a relative basis, and without considering the effect of the merger.

There are several internationally accepted and commonly used valuation methodologies for determining the fair value of the shares of a Company, whose shares are not listed on a stock exchange such as:

1. Assets approach – Cost Approach – Net Asset Value ("NAV") methodology.
2. Income Approach - Discounted Cash Flow ("DCF") methodology.
3. Market approach
    a) Comparable Company Multiples ("CCM") methodology.
    b) Comparable Transaction Multiples ("CTM") methodology.
    c) Market Price

These have been considered in the present case, to the extent relevant and applicable, to determine the fair value of the equity shares of Specified Companies and to arrive at the Fair Share Exchange Ratio for the purpose of a merger of the Specified Companies, pursuant to the Amalgamation.

It should be understood that the valuation of any company or its assets is inherently subjective and is subject to uncertainties and contingencies, all of which are difficult to predict and are beyond our control. In performing our analysis, we made assumptions with respect to industry performance and general business and economic conditions, many of which are beyond the control of the companies. In addition, this valuation will fluctuate with changes in prevailing market conditions, the conditions, and prospects, financial and otherwise, of the companies/ businesses, and other factors which generally influence the valuation of companies and their assets.

The application of any particular method of valuation depends on the purpose for which the valuation is done. Although different values may exist for different purposes, it cannot be too strongly emphasized that a valuer can only arrive at one value for one purpose. Our choice of method of valuation has been arrived at using usual and conventional methods adopted for transactions of a similar nature and our reasonable judgment, in an independent and bona fide manner based on our previous experience of assignments of a similar nature.

NAV Methodology

The asset-based valuation method is based on the value of the underlying net assets of the business, on a realizable value basis or replacement cost basis. The net asset value ignores the future return the asset can produce and is calculated using historical accounting data that does not reflect how much the business is worth to someone who may buy or invest in the business as a going concern. This valuation approach is mainly used in cases where the firm is to be liquidated i.e., it does not meet the "going concern" criteria, or in case asset base dominates earning capability.

The value arrived at under this approach is based on the financial statements of the company and may be defined as "Shareholders' Funds" or net assets owned by the company. The balance sheet values are adjusted for any contingent liabilities that are likely to materialize. The Cost approach method reflects the net current assets base and value to equity-to-equity shareholders in historical terms.

DCF Methodology

Under this technique, either

1. the projected free cash flows from business operations available to all providers of capital are discounted at the weighted average cost of capital to such capital providers, from a market participant basis, and the sum of such discounted cash flows is the value of the business, from which value of debt and other capital is deducted, and other relevant adjustments are made to arrive at the value of the equity - Free Cash Flows to Firm ("FCFF") technique.

Or

2. the projected free cash flows from business operations available to equity shareholders (after deducting cash flows attributable to the debt and other capital providers) are discounted at the cost of equity, from a market participant basis, and the sum of such discounted free cash flows, after making other relevant adjustments, is the value of the equity - Free Cash Flows to Equity ("FCFE") technique.

CCM methodology / Guideline Company method

Under this method, one attempts to measure the value of the shares/ business by applying an appropriate capitalization rate/ multiple (the EV/Revenue multiple, the EV/EBITDA multiple, etc.), for which one may also consider the market quotations of comparable public/ listed companies possessing attributes similar to the business - to the future maintainable profits of the business (based on past and / or projected working results adjusted to reflect the future earnings potential) after making adjustments to the capitalization rate/ multiple on account of dissimilarities with the comparable companies and the strengths, weaknesses and other factors peculiar to the company being valued.

CTM methodology

The CTM Methodology involves applying derived transaction multiples of comparable transactions to the company's future maintainable revenues/ profits (based on past and/ or projected working results adjusted to reflect the future earnings potential) after making adjustments to the derived multiples on account of dissimilarities with the comparable transactions and the strengths, weaknesses and other factors peculiar to the proposed transaction for which the company is being valued.

Market Price Method

The market price of an equity shares as quoted on a stock exchange is normally considered as value of the equity shares of that company where such quotation is arising from the share being regularly and freely traded in, subject to speculative support that may be inbuilt in the value of the shares.

But there could be situation where the value of the shares as quoted on the stock market would not be regarded as proper index of fair value of the shares especially where the market values are fluctuating in volatile capital market. Further, in case of a merger, where there is a question of evaluating the shares of one company against those of another, the volume of transactions and the numbers of shares available for trading on stock exchange over reasonable period would have to be of a comparable standard.

Conclusion of valuation approach used

Considering Ford Motor Company, USA and Ford International Services LLC, USA are the shareholders in the Specified Companies and hold identical shares in percentage terms i.e., Ford Motor Company, USA holds 90% stake in Specified Companies and Ford International Services LLC, USA holds 10% stake in Specified Companies, thus any share exchange ratio for the proposed amalgamation can be considered as the fair share exchange ratio.

As discussed above, considering any share exchange ratio for the proposed amalgamation can be considered as the fair share exchange ratio, we have not arrived at the fair valuation of the equity shares of the Specified Companies. However, we have presented the value per share of the Specified Companies under Net Asset Value method for reference purposes.

RATIONALE OF THE PROPOSED SCHEME

The scheme provides below rationale for the Proposed Amalgamation

(i) The Amalgamation will result in financial resources of the Companies being efficiently pooled, leading to centralized and efficient management of the funds, greater economies of scale and a bigger and stronger resource base for undertaking the business of export of goods and services.

(ii) The Amalgamation would help in achieving simplified organizational and corporate structure within the Ford Group and streamline business operations and decision-making process. Further, it would improve the earnings and cash flow as generated by the Transferee Company.

(iii) The Amalgamation will enable creation of a larger unified entity and will result in strengthening the financial position and sustainability of the Transferee Company by a wider and strong capital base and effective utilization of funds in India. This will also reduce the Transferee Company's dependency on the global office of Ford Group for capital and other financial support and thus, will be able to give better security to stakeholders in India.

(iv) The Amalgamation will result in administrative and operational rationalization, organizational efficiencies, consolidation and improvement in internal systems, procedures and control, reduction in overheads costs, and other expenses and optimal utilization of various resources. Additionally, the arrangement will help in better utilization of human resources.

(v) The Amalgamation will result in simplicity in working, reduction in various compliances and statutory filings with various government departments and the related costs, which presently have to be duplicated in the Companies.

(vi) The Specified Companies will be able to share best practices, cross-functional learnings, and utilize each other's facilities in a more efficient manner.

(vii) The Amalgamation would be in the interest of the Transferor Company and the Transferee Company, and their respective shareholders, creditors, customers, employees and other stakeholders and will not be prejudicial to the interests of any concerned shareholders or creditors or customers or employees or general public at large.

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Basis of Fair Share Exchange Ratio

The basis of the Fair Share Exchange Ratio of the proposed Amalgamation would have to be determined after taking into consideration all the factors and methods mentioned hereinabove. The determination of the Fair Share Exchange Ratio is not a precise science and the conclusions arrived at in many cases will, of necessity, be subjective and dependent on the exercise of individual judgment. This concept is also recognized in judicial decisions. There is, therefore, no indisputable single Fair Share Exchange Ratio. While we have provided our recommendation of the Fair Share Exchange Ratio based on the information available to us and within the scope and constraints of our engagement, others may have a different opinion as to the Fair Share Exchange Ratio of the equity shares of Specified Companies. The final responsibility for the determination of the Fair Share Exchange Ratio at which the proposed Amalgamation shall take place will be with the Board of Directors of Specified Companies who should take into account other factors such as their own assessment of the proposed Amalgamation.

Upon coming into effect of the Proposed Scheme and with effect from the Effective Date or such other date as approved by the National Company Law Tribunal and subject to the terms of the Proposed Scheme, all assets and liabilities of FMPL, immediately before the Amalgamation, shall become the assets and liabilities of the Transferee Company, by virtue of the Amalgamation. As consideration, all shareholders of FMPL shall be issued like-for-like instruments by FIPL—holders of equity share in FMPL shall be issued equity shares of FIPL. On the Proposed Scheme becoming effective and with effect from the Effective Date, FMPL shall stand dissolved.

Fair Share Exchange Ratio:

Based on the aforementioned Proposed Scheme, analysis above and caveats in our report, and considering the current shareholding pattern of the Specified Companies and on consideration of all the relevant factors and circumstances, as discussed above, we recommend the Fair Share Exchange Ratio as below:

Considering Ford Motor Company, USA and Ford International Services LLC, USA are the shareholders in the Specified Companies and hold identical shares in percentage terms i.e., Ford Motor Company, USA holds 90% stake in Specified Companies and Ford International Services LLC, USA holds 10% stake in Specified Companies, thus any share exchange ratio for the proposed amalgamation can be considered as the fair share exchange ratio.

Thus, we propose a share exchange ratio of 1:1 i.e., 1 share of FIPL to be issued for every 1 share held by the shareholders of FMPL.

Kindly note that the above valuation conclusion is entirely dependent upon the successful implementation of the Proposed Scheme. Any variation in the same can bring about a variation in the overall valuation conclusion.

Our valuation report and Fair Share Exchange Ratio is based on the share capital structure of the Specified Companies, as mentioned earlier in this report. Any variation in the aforementioned capital structure of the Specified Companies may have a material impact on the Fair Equity Share Exchange Ratio.

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Respectfully submitted,

Samarth Valuation Advisory LLP
IBBI Registration No.: IBBI/RV-E/06/2021/157

Romesh Vijay
Partner
Registered Valuer: Securities or Financial Assets
IBBI Registration No.: IBBI/RV/06/2019/11008
ICAI RVO Membership No. 00575/2018-19
Date: March 17, 2026
Place: Gurugram
UDIN: 26411274FVPWVD4651

ANNEXURES

Annexure- 1: Valuation of FIPL under Net Assets Value approach, as at December 31, 2025

Amount in INR Mn

Particulars	Book Value
Land & Building	534.50
Property, plant and equipment (excl. Land & Building)	10,969.00
Right Of Use Assets	751.90
Capital work-in-progress	168.20
Other financial assets	1,193.00
Other non-financial assets	3,833.20
Inventories	8,281.20
Trade receivables	8,400.30
Cash and cash equivalents	14,233.20
Total Assets	**48,364.50**
Lease Liabilities	798.20
Provisions	4,201.40
Other financial liabilities	844.40
Other non-financial liabilities	1,826.10
Trade payables	9,679.10
Total Liabilities	**17,349.20**
Net Asset Value	**31,015.30**
Outstanding Shares	1,482,300,000
Value per share	**20.92**

Notes:

[1]Based on the provisional financial statements of FIPL, as of the Valuation Date, provided by the Management.

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Annexure 2: Provisional Performance of FIPL

Income Statement

Amount in INR Mn

Particulars	Dec-25
Months	9
Revenue	36,455.10
Direct Costs	37,186.60
Gross Profit	**(731.50)**
Employee expenses	852.30
Other expenses	1,995.70
Total Other Expenses	**2,848.00**
EBITDA	**(3,579.50)**
Depreciation on Fixed Assets	1,625.50
EBIT	**(5,205.00)**
Interest Expenses on Borrowings	634.20
EBT excluding Other Income	**(5,839.20)**
Other Income	8,836.20
Exceptional Items	1,814.50
EBT including Other Income	**4,811.50**
Taxes	-
EAT	**4,811.50**

(Source: Management)

Balance Sheet

Amount in INR Mn

Particulars	Dec-25
Fixed Assets (Tangible & Intangible)	11,503.50
ROU Assets	751.90
CWIP	168.20
Inventory	8,281.20
Trade Receivables	8,400.30
Other Non - Financial Assets	3,833.20
Other Financial Assets	1,193.00
Cash & Bank Balance	14,233.20
Total Assets	**48,364.50**
Equity	148,230.00
Reserve & Surplus	(117,214.70)
Total Equity	**31,015.30**
Lease Liabilities	798.20
Trade Payables	9,679.10
Provisions	4,201.40
Other Non - Financial Liabilities	1,826.10
Other Financial Liabilities	844.40
Total Liabilities	**17,349.20**
Total Equity & Liabilities	**48,364.50**

(Source: Management)

Annexure 3: Valuation of FMPL under the Net Asset Value Method, as of the Valuation Date.

NAV method under Cost Approach:

Amount in INR Mn

Particulars	Book Value
Land & Building	6,838.70
Property, plant and equipment (excl. Land & Building)	3,852.10
Intangible Assets	31.60
Right Of Use Assets	4,586.30
Capital work-in-progress	307.80
Other financial assets	328.10
Other non-financial assets	294.10
Investment in Associates	403.60
Trade receivables	14,129.50
Cash and cash equivalents	20,055.90
Total Assets	**50,827.70**
Lease Liabilities	1,270.80
Provisions	671.00
Deferred Tax Liability	87.90
Other financial liabilities	4,661.30
Other non-financial liabilities	550.10
Trade payables	2,598.80
Employee benefit obligations	1,262.80
Current tax liabilities (net)	214.40
Total Liabilities	**11,317.10**
Net Asset Value	**39,510.60**
Outstanding Shares	6,434,960
Value per share	**6,139.99**

Notes:

[1] Based on the provisional financial statements of FMPL, as of the Valuation Date, provided by the Management.

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Annexure 4: Provisional Performance of FMPL

Income Statement

Amount in INR Mn

Particulars	Dec-25
Months	9
Revenue	36,532.70
Employee expenses	21,997.40
Other expenses	8,996.70
Total Expenses	**30,994.10**
EBITDA	**5,538.60**
Depreciation on Fixed Assets	1,250.90
EBIT	**4,287.70**
Interest Expenses on Borrowings	97.60
EBT excluding Other Income	**4,190.10**
Other Income	1,330.00
Exceptional Item	12.30
EBT including Other Income	**5,532.40**
Taxes	1,809.10
EAT	**3,723.30**

(Source: Management)

Balance Sheet

Amount in INR Mn

Particulars	Dec-25
Fixed Assets (Tangible & Intangible)	10,722.40
ROU Assets	4,586.30
CWIP	307.80
Trade Receivables	14,129.50
Other Non - Financial Assets	294.10
Other Financial Assets	328.10
Investments	403.60
Cash & Bank Balance	20,055.90
Total Assets	**50,827.70**
Equity	64.30
Reserve & Surplus	39,446.30
Total Equity	**39,510.60**
Lease Liabilities	1,270.80
Trade Payables	2,598.80
Provisions	671.00
Other Non - Financial Liabilities	550.10
Other Financial Liabilities	4,661.30
Deferred Tax Liability	87.90
Employee Benefit Obligations	1,262.80
Income Tax Liabilities, net	214.40
Total Liabilities	**11,317.10**
Total Equity & Liabilities	**50,827.70**

(Source: Management)

Glossary of Terms & Abbreviations

Type	Definition
Bps	Basis points
CAGR	Compounded Annual Growth Rate
Capex	Capital Expenditure
EBITDA	Earnings Before Interest, Tax, Depreciation and Amortization
EV	Enterprise Value
FCF	Free Cash Flow
FY	Financial Year (From 1 April to 31 March)
CY	Calendar Year (From 1 January to 31 December)
INR	Indian Rupee
Valuer / us	Samarth Valuation Advisory LLP
Management	Management of the Specified Companies.
Mn / Mio	Million
NWC	Net Working Capital
CWIP	Capital Work in Progress
PBT	Profit before tax
PAT	Profit after tax
Valuation Date	As on December 31, 2025

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Ford India

Ford India Private Limited
S.P. Koil Post,
Chengalpattu - 603 204. India.
Ph : 91-44-6740 3333
Fax : 91-44-2745 4277
CIN : U34103TN2000PTC045537
www.india.ford.com

Report adopted by the Board of Directors of Ford India Private Limited ("Company") by circulation in accordance with Section 232(2)(c) of the Companies Act, 2013 explaining the effect of the Scheme on each class of shareholders, key managerial personnel, and promoter and non-promoter shareholders

1. Background

1.1. The proposed Scheme of Amalgamation between Ford Motor Private Limited ("**Transferor Company**") and Ford India Private Limited ("**Company**") and their respective shareholders and creditors ("**Scheme**") for merger of the Transferor Company into the Company under the provisions of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 ("**Act**") was approved by the board of directors of the Company ("**Board**") at their meeting held on March 10, 2026.

1.2. In accordance with the provisions of Section 232(2)(c) of the Act, the Board is required to adopt a report explaining the effect of Scheme on each class of shareholders, key managerial personnel ("**KMPs**"), promoters and non-promoter shareholders of the Company, laying out, in particular, the share exchange ratio, specifying any special valuation difficulties, if any ("**Report**"). The Report will be circulated along with the notice convening meeting of the unsecured creditors of the Company.

1.3. Having regard to the aforesaid provision, this Report is adopted by the Board in compliance with the requirements of Section 232(2)(c) of the Act.

1.4. The following documents were considered by the Board for the purpose of issue of this Report:

(a) Draft Scheme duly initialled by the authorized signatory of the Company for the purpose of identification; and

(b) Report on Fair Share Exchange Ratio and related Valuation dated March 17, 2026, has been issued by Samarth Valuation Advisory LLP ("**Share Entitlement Report**").

2. Effect of the Scheme on each class of shareholders, KMP, promoters and non-promoter shareholders:

2.1. Equity Shareholders: Please refer to the section on promoter and non-promoter shareholders below.

2.2. KMPs: The Scheme will not have any adverse effect on the KMPs of the Company.

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FORD INDIA PRIVATE LTD
Chengalpattu - 603204.

2.3. Promoter and Non-Promoter Shareholders:

(a) Pursuant to the Scheme, the Company will issue shares to the shareholders/ promoters of the Transferor Company based on the Share Entitlement Ratio (*as defined below*). Accordingly, the promoters of the Company will not be prejudiced by the Scheme.

(b) There are no non-promoter shareholders in the Company.

3. Share Entitlement Ratio and valuation difficulties (if any)

3.1. The Scheme provides that:

(a) Upon the Scheme becoming effective and in consideration of merger of the Transferor Company into the Company in terms of the Scheme, the Company shall, without any further application, act, instrument or deed and without any payment by the shareholders, issue and allot equity shares, credited as fully paid-up, to the shareholders of the Transferor Company, holding fully paid up equity shares in the Transferor Company and whose names appear in the register of members of the Transferor Company or the register of beneficial owners maintained by a depository, as the case may be, on the Record Date (*as defined in the Scheme*) or to such of their respective heirs, executors, administrators or other legal representative or other successors in title as on the Record Date in the following manner/ratio:

(i) 1 (one) fully paid-up equity share of the Company of INR 100 shall be issued for every 1 (one) fully paid-up equity share of INR 10 (Indian Rupees Ten) each held in the Transferor Company ("**Share Entitlement Ratio**").

(ii) The entire issued share capital of the Transferor Company shall automatically stand cancelled and extinguished without any further act, instrument or deed, upon the Scheme becoming effective.

3.2. Ford Motor Company ("**FMC**") and Ford International Services LLC ("**FIS**") are the shareholders in the Company and the Transferor Company (collectively, the "**Target Companies**") and hold identical shares in percentage terms i.e., FMC holds 90% (ninety percent) stake in the Target Companies and FIS holds 10% (ten percent) stake in the Target Companies. Based on this and considering the desired capital structure of the Company, the aforementioned Share Entitlement Ratio has been determined.

3.3. Samarth Valuation Advisory LLP, registered valuer No. IBBI/RV-E/06/2021/157 ("**Valuer**"), were appointed to provide the Share Entitlement Report on the Share Entitlement Ratio for the said merger. In the Share Entitlement Report, Valuer has stated that, considering FMC and FIS are the shareholders in the Target Companies and hold identical shares in percentage terms i.e., FMC holds 90% (ninety percent) stake in the Target Companies and FIS holds 10% (ten percent) stake in the Target Companies, thus

M.M. NAGAR Post FORD INDIA PRIVATE LTD Chengalpattu - 603204 any share exchange ratio for the proposed amalgamation can be considered as the fair share exchange ratio.

3.4. Neither the management of the Company nor Valuer has expressed any difficulty in determining the Share Entitlement Ratio.

For **Ford India Private Limited**

FORD INDIA PRIVATE LTD
M.M. NAGAR Post
Chengalpattu - 603204

Dhiraj Dixit

Dhiraj Dixit
Director

DIN: 07495609
Date: 22 June, 2026

Ford India Private Limited (CIN: U34103TN2000PTC045537)
Unaudited Balance Sheet as at December 31, 2025
(All amounts in INR lakhs unless otherwise stated)

Particulars	Note No.	As at December 31, 2025	As at March 31, 2025
ASSETS			
(1) **Non-current assets**			
(a) Property, plant and equipment	1	115,035	124,484
(b) Right Of Use Assets	2	7,519	8,179
(c) Capital work-in-progress	3	1,682	1,541
(d) Other financial assets	4	971	1,677
(e) Other non-current assets	5	1,612	967
(2) **Current assets**			
(a) Inventories	6	82,812	106,968
(b) Financial assets			
(i) Trade receivables	7	84,003	129,896
(ii) Cash and cash equivalents	8	142,332	149,134
(iii) Other financial assets	9	10,959	9,548
(c) Other current assets	10	36,721	41,592
Total assets		**483,645**	**573,986**
EQUITY AND LIABILITIES			
Equity			
(a) Equity share capital	11	1,482,300	1,482,300
(b) Other equity	12	(1,172,147)	(1,220,263)
LIABILITIES			
(1) **Non-current liabilities**			
(a) Financial liabilities			
(i) Lease Liabilities	13	5,667	7,151
(b) Provisions	14	4,653	4,277
(c) Other non-current liabilities	15	2,049	2,586
(2) **Current liabilities**			
(a) Financial liabilities			
(i) Borrowings	16	-	112,621
(ii) Trade payables	17	96,791	103,733
(iii) Lease Liabilities	13	2,315	1,712
(iv) Other financial liabilities	18	8,444	4,002
(b) Provisions	19	37,361	61,246
(c) Other current liabilities	20	16,212	14,621
Total equity and liabilities		**483,645**	**573,986**

For and on Behalf of the Board of Directors

DHIRAJ DIXIT
Digitally signed by DHIRAJ DIXIT
Date: 2026.03.12 15:07:00 +05'30'

Dhiraj Dixit
Whole-time Director
DIN:07495609

Place : Chennai
Date : March 11, 2026

SATISH VARMA DATLA
Digitally signed by SATISH VARMA DATLA
Date: 2026.03.11 18:08:22 +05'30'

Satish Varma
Director
DIN:11248465

Place : Gurugram
Date : March 11, 2026

Ford India Private Limited (CIN: U34103TN2000PTC045537)
Unaudited Statement of Profit and Loss for the period 1-Apr-25 to 31-Dec-25
(All amounts in INR lakhs unless otherwise stated)

Particulars		Period ended 1-Apr-25 to 31-Dec-25	Period ended 1-Apr-24 to 31-Mar-25
Revenue from operations	21	364,551	499,545
Other income	22	88,362	122,944
Total revenue		**452,913**	**622,489**
Expenses			
Cost of goods sold	23	371,866	504,070
Employee benefits expense	24	8,523	11,460
Finance costs	25	6,342	13,428
Depreciation and amortization expense	26	16,255	23,824
Other expenses	27	19,957	36,416
Total expenses		**422,942**	**589,198**
Profit / (Loss) for the year before exceptional items & tax		**29,971**	**33,291**
Exceptional Item- Restructuring income / (costs) (net)	28	18,145	37,742
Profit/(Loss) for the period after exceptional items & tax		**48,116**	**71,033**
Current tax		-	-
Deferred tax		-	-
Tax expense:		**-**	**-**
Profit/(Loss) for the period after tax		**48,116**	**71,033**
Other comprehensive income			
Items that will not be reclassified to profit or loss		-	(109)
Remeasurements of the defined benefit plan			
Total other comprehensive income		**-**	**(109)**
Total comprehensive income for the period		**48,116**	**70,924**
Profit per equity share: [nominal value per share: Rs.100 (previous year: Rs.100)]			
Basic / Diluted	29	**3.25**	**4.79**

For and on Behalf of the Board of Directors

DHIRAJ DIXIT Digitally signed by DHIRAJ DIXIT Date: 2026.03.12 15:08:15 +05'30'

Dhiraj Dixit
Whole-time Director
DIN:07495609

Place : Chennai
Date : March 11, 2026

SATISH VARMA DATLA Digitally signed by SATISH VARMA DATLA Date: 2026.03.11 18:09:27 +05'30'

Satish Varma
Director
DIN:11248465

Place : Gurugram
Date : March 11, 2026

Ford India Private Limited (CIN: U34103TN2000PTC045537)
Notes forming part of Financial statements
(All amounts in INR lakhs unless otherwise stated)

1 Property, plant and equipment

Particulars	31-12-2025	31-03-2025
Land	2,728	2,728
Buildings	2,617	2,810
Leasehold Improvements	4,294	4,303
Plant and Machinery	103,137	111,400
Furniture and Fixtures	1,325	2,075
Vehicles	8	8
Office Equipment	87	102
Computers	838	1,058
Total	**115,035**	**124,484**

2 Right Of Use Assets

Particulars	31-12-2025	31-03-2025
Building (including factory premises)	7,331	7,974
Office Equipment	188	205
Total	**7,519**	**8,179**

3 Capital work-in-progress

Particulars	31-12-2025	31-03-2025
Capital work in progress	1,682	1,541
Total	**1,682**	**1,541**

4 Other financial assets - Non current

Particulars	31-12-2025	31-03-2025
Security deposits	971	960
Others	-	717
Total	**971**	**1,677**

5 Other non current assets

Particulars	31-12-2025	31-03-2025
Tax deducted at source (receivable)	1,515	813
Others	97	154
Total	**1,612**	**967**

Ford India Private Limited (CIN: U34103TN2000PTC045537)
Notes forming part of Financial statements
(All amounts in INR lakhs unless otherwise stated)

6 Inventories

Particulars	31-12-2025	31-03-2025
Raw materials, packing materials and components	39,883	52,457
Work in progress	1,108	882
Finished goods	3,779	6,014
Traded goods	30,166	40,772
Stores and spares	7,876	6,843
Total	**82,812**	**106,968**

7 Trade receivables

Particulars	31-12-2025	31-03-2025
Unsecured, considered good	83,566	125,473
Unsecured, considered good - unbilled	437	4,423
Unsecured, considered doubtful	728	689
Less : Impairment provision	(728)	(689)
Total	**84,003**	**129,896**

8 Cash and cash equivalents

Particulars	31-12-2025	31-03-2025
Bank balances		
In current accounts	7,830	18,234
Demand deposits	134,500	130,900
Cash on hand	2	0
Total	**142,332**	**149,134**

9 Other financial assets - Current

Particulars	31-12-2025	31-03-2025
Accrued interest on fixed deposits	301	446
Balances with government authorities	10,658	9,102
Total	**10,959**	**9,548**

10 Other current assets

Particulars	31-12-2025	31-03-2025
Advances other than capital advances		
Advance to suppliers	1,266	546
Other advances	280	387
Others		
Balances with government authorities	34,046	39,762
Prepaid expenses	1,129	897
Total	**36,721**	**41,592**

Ford India Private Limited (CIN: U34103TN2000PTC045537)
Notes forming part of Financial statements
(All amounts in INR lakhs unless otherwise stated)

11 (a) Share capital

Particulars	31-12-2025	31-03-2025
Authorised :		
2,200,000,000 (Previous year: 2,200,000,000) equity shares of INR100 each	2,200,000	2,200,000
250,000,000 (Previous year: 250,000,000) preference shares of INR100 each	250,000	250,000
Issued, subscribed and paid up :		
1,482,300,000 (Previous year: 1,482,300,000) equity shares of INR100 each fully paid up	1,482,300	1,482,300

(b) Reconciliation of number of shares:

Particulars	31-12-2025	31-03-2025
Equity shares - Number of shares		
Balance as at the beginning of the year	1,482,300,000	1,482,300,000
Add: Shares issued during the year	-	-
Balance as at the end of the year	1,482,300,000	1,482,300,000
Equity shares - Amount		
Balance as at the beginning of the year	1,482,300	1,482,300
Add: Shares issued during the year	-	-
Balance as at the end of the year	1,482,300	1,482,300

(c) Rights, Preferences and Restriction attached to shares

The Company has issued one class of equity shares having a par value of INR 100 per share. Each shareholder is eligible for one vote per share held. The dividend if any proposed by the Board of Directors is subject to the approval of the shareholders in the ensuing Annual General Meeting, except in the case of interim dividend. In the event of liquidation of the company, the holder of equity shares will be entitled to receive remaining assets of the company, after distribution of all preferential amounts. The distribution will be in proportion to the number of equity shares held by the shareholder.

(d) Shares held by holding company and subsidiary of holding company

Particulars	31-12-2025	31-03-2025
Equity Shares:		
1,334,070,000 Shares (Previous Year: 1,334,070,000 Shares) held by Ford Motor Company, USA, the Holding Company	1,334,070	1,334,070
148,230,000 Shares (Previous Year: 148,230,000 Shares) held by Ford International Services LLC, USA, a wholly owned subsidiary of Ford Motor Company, USA	148,230	148,230

Ford India Private Limited (CIN: U34103TN2000PTC045537)
Notes forming part of Financial statements
(All amounts in INR lakhs unless otherwise stated)

(e) Shareholders holding more than 5% of the aggregate shares in the Company

Particulars	31-12-2025	31-03-2025
Equity Shares:		
Ford Motor Company, USA, the Holding Company		
- Number of shares	1,334,070,000	1,334,070,000
- % of holding	90%	90%
Ford International Services LLC, USA, a wholly owned subsidiary of Ford Motor Company, USA		
- Number of shares	148,230,000	148,230,000
- % of holding	10%	10%

12 Other equity

Particulars	31-12-2025	31-03-2025
Reserves & Surplus		
(i) Retained earnings		
Balance as at the beginning of the year	(1,221,929)	(1,292,853)
Profit for the period	48,116	71,033
Other comprehensive income - Defined benefit plan	-	(109)
Share based payment considered below	(33)	-
Balance as at the end of the year	**(1,173,846)**	**(1,221,929)**
(ii) Share based payments		
Balance as at the beginning of the year	1,666	1657
Recognition of share based payments (net of payouts)	33	9
Balance as at the end of the year	**1,699**	**1,666**
Total	**(1,172,147)**	**(1,220,263)**

13 Lease liabilities

Lease Liabilities	31-12-2025	31-03-2025
Non Current	5,667	7,151
Current	2,315	1,712

14 Long term provisions

Particulars	31-12-2025	31-03-2025
Provision for employee benefits		
Provision for gratuity	1,624	1,553
Provision for compensated absences	259	260
Other Provisions		
Provision for warranty	2,770	2,464
Total	**4,653**	**4,277**

Ford India Private Limited (CIN: U34103TN2000PTC045537)
Notes forming part of Financial statements
(All amounts in INR lakhs unless otherwise stated)

15 Other non-current liabilities

Particulars	31-12-2025	31-03-2025
Deposits received from vendors and dealers	-	4
Income received in advance	1,742	2,210
Other payables	307	372
Total	**2,049**	**2,586**

16 Borrowings - Current

Particulars	31-12-2025	31-03-2025
Unsecured - Term loans from fellow subsidiary		
Current maturities of long term debt - Intercompany loan	-	104,491
Interest accrued but not due	-	8,130
Total	**-**	**112,621**

17 Trade payables

Particulars	31-12-2025	31-03-2025
Trade payables	96,791	103,733
Total	**96,791**	**103,733**

18 Other financial liabilities

Particulars	31-12-2025	31-03-2025
Payable to suppliers of capital goods	6,889	2,976
Deposit payable*	241	375
Accrued salaries and benefits	1,314	651
Total	**8,444**	**4,002**

*Deposit payable primarily represents amounts held towards dealer technical staff training and deposit received from scrap vendors.

19 Short term provisions

Particulars	31-12-2025	31-03-2025
Provision for employee benefits		
Provision for gratuity	197	165
Provision for compensated absences	4	23
	201	**188**
Other Provisions		
Provision for Restructuring costs	27,468	50,162
Provision for litigation	8,423	8,800
Provision for warranty and product recall	728	2,085
Provision for ESB	541	-
Others	-	11
	37,160	**61,058**
Total	**37,361**	**61,246**

Ford India Private Limited (CIN: U34103TN2000PTC045537)
Notes forming part of Financial statements
(All amounts in INR lakhs unless otherwise stated)

20 Other current liabilities

Particulars	31-12-2025	31-03-2025
Advances from customers	3,592	1,038
Income received in advance	2,628	3,748
Statutory dues including provident fund and TDS	2,466	2,822
Other Accruals	7,527	7,013
Total	**16,212**	**14,621**

21 Revenue from operations

Particulars	31-12-2025	31-03-2025
Sale of products		
Finished goods	300,871	404,150
Traded goods	54,010	80,811
Sale of services	5,569	9,131
Other operating revenue		
Scrap sales	1,030	1,763
Others	3,072	3,690
Total	**364,551**	**499,545**

22 Other income

Particulars	31-12-2025	31-03-2025
Interest income	5,868	6,086
Government grants	79,788	112,556
Other non-operating income	105	158
Liabilities written back to the extent no longer required	450	302
Exchange gain (Net)	874	1,602
Warranty recovery	1,277	2,240
Total	**88,362**	**122,944**

23 Cost of goods sold

Particulars	31-12-2025	31-03-2025
Cost of goods sold	371,866	504,070
Total	**371,866**	**504,070**

24 Employee benefits expense

Particulars	31-12-2025	31-03-2025
Salaries, wages and bonus	6,375	8,066
Contribution to provident and other funds	344	453
Gratuity	134	264
Employee stock option scheme	64	230
Staff welfare expenses	1,605	2,447
Total	**8,523**	**11,460**

Ford India Private Limited (CIN: U34103TN2000PTC045537)
Notes forming part of Financial statements
(All amounts in INR lakhs unless otherwise stated)

25 Finance costs

Particulars	31-12-2025	31-03-2025
Interest on Long term borrowings	5,111	11,590
Interest on lease	861	921
Interest on others	371	917
Total	**6,342**	**13,428**

26 Depreciation and amortization expense

Particulars	31-12-2025	31-03-2025
Depreciation on Property, Plant and Equipment	13,376	21,811
Depreciation on Right of Use assets	2,879	2,013
Total	**16,255**	**23,824**

27 Other expenses

Particulars	31-12-2025	31-03-2025
Consumption of stores and spares	2,738	3,197
Power and fuel (net)	1,809	2,333
Insurance	457	802
Rates and taxes	1,408	8,372
Repairs and maintenance		
- Buildings	44	92
- Plant and machinery	2,005	2,514
IT Service cost	1,555	1,788
Travel	133	209
Freight	585	1,990
Advertisement and sales promotion	1,866	3,977
Warehousing and packaging	3,943	5,247
Professional fees	593	843
Bank charges	72	94
Loss on sale/scrap of fixed assets (net)	519	2,393
Miscellaneous expenses	2,229	2,565
Total	**19,957**	**36,416**

Ford India Private Limited (CIN: U34103TN2000PTC045537)
Notes forming part of Financial statements
(All amounts in INR lakhs unless otherwise stated)

28 Restructuring income / (costs)

The Company announced restructuring of operations in September 2021. This involved exit from engine and vehicle manufacturing operations at its facilities in Chennai and its vehicle manufacturing operation at its facility in Sanand. The Company has substantially completed its negotiation / settlement with stakeholders (including Suppliers, Employees, Dealers, Government etc.) to give effect to the restructuring decision.

Sanand Vehicle Plant operations ceased since July 2022. On 7th August 2022, The Company entered in to an agreement with Tata Passenger Electric Mobility Limited ('Tata") to sell the Sanand vehicle assembly and powertrain plants which included the sale of land, buildings and other fixed assets (excluding the powertrain machinery and equipment) and to operate the powertrain facility by leasing back the associated land and building. Accordingly, in January 2023, the sale of plant in Sanand to Tata was completed resulting in the derecognition of the fixed assets as mentioned above and the recognition of right-of-use asset and related lease liability for the leaseback of factory premises and buildings to continue the engine operations.

Chennai manufacturing operations ceased by August 2022 subsequent to which warm idling activities are being undertaken. During 2024, the company filed Letter of Intent to the Government of Tamil Nadu, confirming its intention to utilize the plant for manufacturing for
export. Building on the letter of intent, Ford and the Government of Tamil Nadu have officially signed a Memorandum of Understanding for Manufacturing of all New next generation Engines. This would involve initial investment of approximately INR 3,250 crores and anticipated to create more than 600 new jobs. The planned capacity is expected to be 235,000 engines annually, with production expected in 2029.

The Company re-assessed its provisions related to government incentives and a write-back of INR 38,786 lakhs (INR 37,108 lakhs PY) was recognised.

Exceptional items are those which in the management's judgement are material items that derive from events or transactions falling within the ordinary activities of the Company but are not expected to be recurring. The nature and value of exceptional items are relevant to the users of the financial statements in understanding the financial position or performance of the Company. The same is presented separately in the Statement of Profit and Loss.

29 Earnings per share

Particulars	31-12-2025	31-03-2025
Profit attributable to equity share holders (excluding other comprehensive income)	48,116	71,033
Weighted average number of shares outstanding	14,823	14,823
Profit per share (Face value of share Rs 100 each) - Basic / Diluted	**3.25**	**4.79**

For and on Behalf of the Board of Directors

DHIRAJ DIXIT Digitally signed by DHIRAJ DIXIT Date: 2026.03.12 15:09:00 +05'30'

Dhiraj Dixit
Whole-time Director
DIN:07495609

Place : Chennai
Date : March 11, 2026

SATISH VARMA DATLA Digitally signed by SATISH VARMA DATLA Date: 2026.03.11 18:09:51 +05'30'

Satish Varma
Director
DIN:11248465

Place : Gurugram
Date : March 11, 2026

Price Waterhouse & Co Chartered Accountants LLP

To,
The Board of Directors,
Ford India Private Limited
S.P. Koil Post, Chengalpattu,
Kanchipuram - 603 204
Tamil Nadu

Auditor's Certificate on compliance of the proposed accounting treatment in the Draft Scheme of Amalgamation with the applicable accounting standards

1. This certificate is issued in accordance with the terms of our agreement dated March 06, 2026.

2. We, the statutory auditors of Ford India Private Limited (hereinafter referred to as "the Company" or the "Transferee Company"), have examined the proposed accounting treatment specified in Clause 22.1 of the Draft Scheme of Amalgamation among Ford Motor Private Limited (hereinafter referred to as the "Transferor Company") and the Company and their respective shareholders and creditors (the "Draft Scheme") as approved by the Board of Directors of the Company in their meeting held on March 10, 2026, in terms of the provisions of Sections 230 to 232 of the Companies Act, 2013 (the "Act") with reference to its compliance with the applicable accounting standards specified under Section 133 of the Act, read with relevant rules issued thereunder (the "applicable accounting standards") and other generally accepted accounting principles. We have digitally signed Clause 22.1 for identification purposes only.

Management's Responsibility

3. The responsibility for the preparation of the Draft Scheme and its compliance with Section 230 to 232 of the Act, including the applicable accounting standards and other generally accepted accounting principles as aforesaid is that of the Board of Directors of the Company.

Auditor's Responsibility

4. Pursuant to the requirements of Section 230 to 232 of the Act, our responsibility is to examine the Draft Scheme and provide a reasonable assurance in the form of an opinion on whether the accounting treatment contained in Clauses 22.1 of the Draft Scheme is in compliance with the applicable accounting standards specified under Section 133 of the Act, read with relevant rules issued thereunder and other generally accepted accounting principles.

5. We conducted our examination in accordance with the Guidance Note on Reports or Certificates for Special Purposes (the "Guidance Note") issued by the Institute of Chartered Accountants of India ("ICAI"). The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the ICAI.

6. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, 'Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements issued by the ICAI'.

Opinion

7. Based on our examination and according to the information and explanations given to us, we are of the opinion that the accounting treatment contained in Clauses 22.1 of the Draft Scheme is in compliance with the applicable accounting standards specified under Section 133 of the Act read with relevant rules issued thereunder and other generally accepted accounting principles.

Restriction on Use

8. This certificate is issued at the request of the Board of Directors of the Company to whom it is addressed, for submission to the NCLT pursuant to the requirements of the Act and should not be used by any other person or for any other purpose. Price Waterhouse & Co Chartered Accountants LLP does not accept or assume any liability or duty of care for any other purpose or to any other person.

For **Price Waterhouse & Co Chartered Accountants LLP**
Firm Registration Number: 304026E/E-300009

Dilip Kumar Sharma
Digitally signed by Dilip Kumar Sharma
Date: 2026.03.16 22:10:50 +05'30'

Dilip Kumar Sharma
Partner
Membership No.: 063532
UDIN: 2606352XUZQOF2838

Place: Pune
Date: March 16, 2026

Form No. MGT – 11

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
CHENNAI BENCH

COMPANY APPLICATION (CAA) NO. CA(CAA)/31(CHE)/2026

IN THE MATTER OF THE COMPANIES ACT, 2013
AND
IN THE MATTER OF APPLICATION UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013
AND
IN THE MATTER OF SCHEME OF AMALGAMATION BETWEEN FORD MOTOR PRIVATE LIMITED AND FORD INDIA PRIVATE LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

FORD MOTOR PRIVATE LIMITED, CIN U74120TN1998PTC041070, a company incorporated under Companies Act, 1956 and having its registered office at Plot No.13,15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur Chennai Kancheepuram Tamil Nadu 600119 India

….. Applicant Company 1/ Transferor Company

AND

FORD INDIA PRIVATE LIMITED, CIN U34103TN2000PTC045537, a company incorporated under Companies Act, 1956 and having its registered office at S.P. Koil Post, Chengalpattu, Kancheepuram - 603 204., Kancheepuram, Tamil Nadu, 603204, India

….. Applicant Company 2/ Transferee Company

PROXY FORM

[*Pursuant to Section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies (Management and Administration) Rules, 2014*]

CIN: U74120TN1998PTC041070

Name of the Company: Ford India Private Limited
Registered Office: S.P. Koil Post,
Chengalpattu
Kancheepuram -
603204,
Tamil Nadu, India

Name of the unsecured creditor/(s):
Registered address:
E-mail ID:

I /We, being the unsecured creditor of Ford India Private Limited hereby appoint:

1. Name:
Address:
Email Id:
Signature:

Or failing him/her

2. Name:
Address:
Email Id:
Signature:

as my / our proxy and whose signature(s) are appended below to attend and vote (on a poll) for me/ us and on my/ our behalf at the National Company Law Tribunal directed meeting of the unsecured creditors of Ford India Private Limited to be held on Saturday, 25th July, 2026 from 12:00 PM IST to 1:00 PM IST at 03rd Floor, Auditorium B, Amenities Building, Ford GTBC Campus, Plot No. 13, 15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur, Chennai 600119 - Tamil Nadu, India and at any adjournment or adjournments thereof in respect of such resolutions and in such manner as are indicated below:

Sr. No.	Particulars
1	Approval of Scheme of Amalgamation between Ford Motor Private Limited and Ford India Private Limited and their respective shareholders and creditors.

Signed this …........…. day of..........................2026.

(Signature of unsecured creditors(s)) Signature of Proxy

NOTES:

1. This proxy form in order to be effective should be duly completed and deposited at the registered office of Ford India Private Limited at S.P. Koil Post, Chengalpattu, Kancheepuram - 603204, Tamil Nadu, India not less than 48 hours before the commencement of the meeting.
2. Alterations, if any, made in the proxy form should be initialled.
3. Body corporate would be required to deposit certified copies of Board Resolution authorizing the individuals named therein, to attend and vote at the meeting on its behalf.
4. A proxy need not be creditor of the company.
5. No person shall be appointed as proxy who is a minor.

Attendance Slip

(Please complete this attendance slip and hand over at the entrance of the meeting venue)

Name and address of the unsecured creditor	
Full name of proxy / authorised representative (if applicable)	
Unsecured creditor's / proxy's / authorised representative's signature	

I/We hereby record my/our presence at the meeting of the unsecured creditors of Ford India Private Limited, convened pursuant to the order of the National Company Law Tribunal, Chennai Bench dated 16th June, 2026 passed in the Company Application (CAA) NO. CA(CAA)/31(CHE)/2026, held on Saturday, 25th July, 2026 at 03rd Floor, Auditorium B, Amenities Building, Ford GTBC Campus, Plot No. 13, 15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur, Chennai 600119 - Tamil Nadu, India from 12:00 PM IST to 1:00 PM IST.

____

Full name of the unsecured creditor / proxy

____

Signature (in block capitals)

BEFORE THE NATIONAL COMPANY LAW TRIBUNAL
CHENNAI BENCH

COMPANY APPLICATION (CAA) NO. CA(CAA)/31(CHE)/2026

IN THE MATTER OF THE COMPANIES ACT, 2013
AND
IN THE MATTER OF APPLICATION UNDER SECTIONS 230 TO 232 AND OTHER APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013
AND
IN THE MATTER OF SCHEME OF AMALGAMATION BETWEEN FORD MOTOR PRIVATE LIMITED AND FORD INDIA PRIVATE LIMITED AND THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

FORD MOTOR PRIVATE LIMITED, CIN U74120TN1998PTC041070, a company incorporated under Companies Act, 1956 and having its registered office at Plot No.13,15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur Chennai Kancheepuram Tamil Nadu 600119 India

….. Applicant Company 1/ Transferor Company

AND

FORD INDIA PRIVATE LIMITED, CIN U34103TN2000PTC045537, a company incorporated under Companies Act, 1956 and having its registered office at S.P. Koil Post, Chengalpattu, Kancheepuram - 603 204., Kancheepuram, Tamil Nadu, 603204, India

….. Applicant Company 2/ Transferee Company

POSTAL BALLOT FORM

(Please read the instructions carefully before filling this form)

1.	**Name and Registered Address of the Unsecured Creditor**	

I/ we hereby exercise my/ our vote in respect of the scheme of amalgamation between Ford Motor Private Limited ("**Transferor Company**") and Ford India Private Limited ("**Company**") and their respective shareholders and creditors ("**Scheme**') that may be voted upon through postal ballot as per the notice dated 22nd June, 2026 of the Company conveying my/ our assent or dissent to the Scheme in the relevant box below:

S. No.	**Description**	**Value of debt**	**I/ we assent to the Scheme (FOR)**	**I/ we dissent to the Scheme (AGAINST)**
1.	Consent to the Scheme for merger of the Transferor Company into the Company, as a going concern.			

Place:
Date:

Signature of the Unsecured Creditor

Instructions:

1. The unsecured creditors may send their assent or dissent to the Scheme in writing on the postal ballot form.

2. The unsecured creditors who have registered their e-mail addresses with the Company are being sent this postal ballot form through e-mail along with the notice convening the NCLT-convened meeting of unsecured creditors. The unsecured creditors who have not registered their e-mail addresses with the Company are being sent this postal ballot form through courier/ speed post along with the notice convening the NCLT-convened meeting of unsecured creditors and a self-addressed postage pre-paid envelope bearing the name of the Scrutinizer.

3. The unsecured creditors desiring to exercise their vote by postal ballot form should complete, sign and send the postal ballot form to the Scrutinizer, as per Instruction 6 below, so as to reach him at the following address:

   Mr. Kishore P, the Scrutinizer, Ford India Private Limited, 03rd Floor, Auditorium B, Amenities Building, Ford GTBC Campus, Plot No. 13, 15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur, Chennai 600119 - Tamil Nadu, India

4. Where the postal ballot form is received by post, speed post or courier, the completed and signed postal ballot form may be returned in the enclosed self-addressed postage pre-paid envelope, the cost of which shall be borne by the Company. Unsecured creditors who receive the postal ballot form electronically may return the completed and signed postal ballot form by post, speed post, courier or by hand delivery to the above address. postal ballot forms delivered by hand or sent by courier at the expense of the unsecured creditor shall also be accepted.

5. The postal ballot form should be completed and signed by the unsecured creditor. Unsigned postal ballot forms will be rejected.

6. Where the postal ballot form has been signed by an authorized representative of a body corporate, a certified copy of the relevant authorizations to vote on the postal ballot should accompany the postal ballot form. An unsecured creditor may sign the postal ballot form through an Attorney appointed specifically for this purpose, in such case an attested true copy of the Power of Attorney should be attached to the postal ballot form.

7. Duly completed postal ballot forms should reach the Scrutinizer not later than 22nd July, 2026. Any postal ballot form received after this date will be treated as if the reply from the unsecured creditor has not been received. No other form or photocopy of the postal ballot form will be permitted/ accepted by the Company.

8. Unsecured creditors may request for an additional postal ballot form, if so required. However, the duly filled in the additional postal ballot form should reach the Scrutinizer not later than the date specified at Instruction No. 7 above.

9. Voting rights of the unsecured creditors shall be in proportion to the principal amount due to the unsecured creditors as on 31st December, 2025. The Scrutinizer will submit his report to the Chairman after completion of the scrutiny and the result of voting shall be announced by the Chairperson of the Meeting or any person authorized by him, within three days from the date of conclusion of the Meeting.

10. Unsecured creditors are requested not to send any documents or papers other than the completed postal ballot form. Any additional documents or papers received along with the postal ballot form may be disregarded and destroyed by the Scrutinizer.

11. There will be only one postal ballot form for every unsecured creditor irrespective of the amount due from the Company.

12. The Scrutinizer’s decision on the validity of a postal ballot will be final and binding.

13. Incomplete, unsigned or incorrect postal ballot forms will be rejected.

14. The date of meeting of unsecured creditors will be the deemed date of providing vote through postal ballot.

15. The consent must be accorded by recording the assent in the column ‘FOR’ or dissent in the column ‘AGAINST’ by placing a tick mark in the appropriate column in the postal ballot form. The assent or dissent received in any other form shall not be considered valid.

16. The unsecured creditors are requested to fill the postal ballot form in indelible ink and avoid filling it by using erasable writing medium(s) like pencil.

17. The right of postal ballot form shall not be exercised by a Proxy.

Route map for the venue of the meeting

Map Link: Route Map

Address: 03rd Floor, Auditorium B, Amenities Building, Ford GTBC Campus, Plot No. 13, 15 and 16, Survey No. 602/3, ELCOT SEZ Sholinganallur, Chennai - 600119, Tamil Nadu, India

Map: