

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

**POST-EFFECTIVE AMENDMENT NO. 1 TO
FORM F-6**
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 FOR
DEPOSITARY SHARES EVIDENCED BY AMERICAN DEPOSITARY RECEIPTS

WNS (Holdings) Limited

(Exact name of issuer of deposited securities as specified in its charter)

Not Applicable

(Translation of issuer's name into English)

Jersey, Channel Islands

(Jurisdiction of incorporation or organization of issuer)

Deutsche Bank Trust Company Americas

(Exact name of depository as specified in its charter)

**1 Columbus Circle
New York, New York 10019
+1 (212) 250-9100**

(Address, including zip code, and telephone number, including area code, of depository's principal executive offices)

**WNS North America Inc.
515 Madison Avenue
8th Floor
New York, NY 10022 USA
+1 (281) 447-7000**

(Address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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It is proposed that this filing become effective under Rule 466:

immediately upon filing.

on (Date) at (Time).

If a separate registration statement has been filed to register the deposited shares, check the following box:

CALCULATION OF REGISTRATION FEE

Title of each class of Securities to be registered	Amount to be registered	Proposed maximum aggregate price per unit	Proposed maximum aggregate offering price	Amount of registration fee
American Depositary Shares evidenced by American Depositary Receipts, each American Depositary Share representing one ordinary share of WNS (Holdings) Limited	N/A	N/A	N/A	N/A

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the United States Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

This registration statement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

EXPLANATORY NOTE

This Post-Effective Amendment No. 1 to the Registration Statement on Form F-6 (Registration No. 333-178416) (the “Registration Statement”) of WNS (Holdings) Limited (the “Company”) is being filed solely for the purpose of filing as an exhibit the Amendment to Deposit Agreement between the Company and Deutsche Bank Trust Company Americas (the “Depository”), as depository, and the holders and beneficial owners of American Depositary Shares evidenced by American Depositary Receipts issued thereunder to shorten the notice period necessary to terminate the Deposit Agreement from 90 days to 30 days.

PART I

INFORMATION REQUIRED IN PROSPECTUS

The prospectus consists of the form of American Depositary Receipt (“Receipt”) filed as Exhibit (a)(2) to the Registration Statement previously filed by the Company, as amended as set out in the form of Amendment to the Deposit Agreement filed as Exhibit (a)(3) to this Post-Effective Amendment No. 1 to the Registration Statement, which is incorporated herein by reference.

Item 1. DESCRIPTION OF SECURITIES TO BE REGISTERED CROSS REFERENCE

<u>Required Information</u>	<u>Location in Form of Receipt Incorporated Herein as Prospectus</u>
1. Name of depository and address of its principal executive office	Face of Receipt – introductory paragraph
2. Title of Receipts and identity of deposited securities	Face of Receipt – top center
Terms of Deposit:	
(i) The amount of deposited securities represented by one unit of Receipt	Face of Receipt – upper right corner
(ii) The procedure for voting the deposited securities	Reverse of Receipt – Articles 14 and 15
(iii) The procedure for collecting and distributing dividends	Reverse of Receipt – Articles 13 and 14
(iv) The procedures for transmitting notices, reports and proxy soliciting material	Face of Receipt – Article 12; Reverse of Receipt – Articles 14 and 15
(v) The sale or exercise of rights	Reverse of Receipt – Articles 13 and 14
(vi) The deposit or sale of securities resulting from dividends, splits or plans of reorganization	Face of Receipt – Articles 3, 6 and 9; Reverse of Receipt – Articles 13 and 16
(vii) Amendment, extension or termination of the deposit arrangements	Reverse of Receipt – Articles 20 and 21 (no provision for extension)
(viii) The rights of holders of Receipts to inspect the books of the depository and the list of holders of Receipts	Face of Receipt – Article 12
(ix) Restrictions upon the right to transfer or withdraw the underlying securities	Face of Receipt – Articles 2, 3, 4, 6, 8, 9 and 10; Reverse of Receipt – Article 22
(x) Limitation on the depository’s liability	Face of Receipt – Articles 6 and 10; Reverse of Receipt – Articles 15, 16, 17 and 18
3. Fees and charges that a holder of Receipts may have to pay, either directly or indirectly	Face of Receipt – Article 9
4. Fees and other direct and indirect payments made by the depository to the issuer	Face of Receipt – Article 9

Item 2. AVAILABLE INFORMATION

The Company is subject to the periodic reporting requirements of the United States Securities Exchange Act of 1934, as amended, and, accordingly, files certain reports with, and furnishes certain reports to, the U.S. Securities and Exchange Commission (the “Commission”). These reports can be retrieved from the Commission’s website (www.sec.gov) and can be inspected and copied at the public reference facilities maintained by the Commission at 100 F Street, N.E., Washington D.C. 20549.

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 3. EXHIBITS

- (a)(1) Form of Deposit Agreement, dated as of July 18, 2006, by and among the Company, the Depositary, and all Holders and Beneficial Owners from time to time of American Depositary Shares evidenced by American Depositary Receipts issued thereunder (the "Deposit Agreement"). – Previously filed as Exhibit 99.1(a) to the Registration Statement on Form F-6 (File No. 333-135859), which exhibit is incorporated herein by reference.
- (a)(2) Form of American Depositary Receipt. – Previously filed as Exhibit (a)(2) to the Registration Statement, which exhibit is incorporated herein by reference
- (a)(3) Amendment to the Deposit Agreement - Filed herewith as Exhibit (a)(3).
- (b) Any other agreement to which the Depositary is a party relating to the issuance of the American Depositary Shares registered hereunder or the custody of the deposited securities represented thereby. - Not applicable.
- (c) Every material contract relating to the deposited securities between the Depositary and the issuer of the deposited securities in effect at any time within the last three years. - Not applicable.
- (d) Opinion of counsel to the Depositary, as to the legality of the securities to be registered. - Previously filed as Exhibit (d) to the Registration Statement and incorporated herein by reference.
- (e) Certification under Rule 466. – Not applicable.
- (f) Powers of attorney for certain officers and directors of the Company. – Set forth on the signature pages hereto.

Item 4. UNDERTAKINGS

- (a) The Depositary hereby undertakes to make available at the principal office of the Depositary in the United States, for inspection by holders of the American Depositary Receipts, any reports and communications received from the issuer of the deposited securities which are both (1) received by the Depositary as the holder of the deposited securities; and (2) made generally available to the holders of the underlying securities by the issuer.
 - (b) If the amounts of fees charged are not disclosed in the prospectus, the Depositary undertakes to prepare a separate document stating the amount of any fee charged and describing the service for which it is charged and to deliver promptly a copy of such fee schedule without charge to anyone upon request. The Depositary undertakes to notify each registered holder of an American Depositary Receipt thirty (30) days before any change in the fee schedule.
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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that all the requirements for filing on Form F-6 are met and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement on Form F-6 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on January 26, 2024.

Legal entity created by the Deposit Agreement for the issuance of American Depositary Receipts evidencing American Depositary Shares, each representing one ordinary share, of WNS (Holdings) Limited.
Deutsche Bank Trust Company Americas, solely in its capacity as Depositary

By: /s/ Michael Curran
Name: Michael Curran
Title: Vice President

By: /s/ Robert Martello
Name: Robert Martello
Title: Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, WNS (Holdings) Limited certifies that it has reasonable grounds to believe that all the requirements for filing on Form F-6 are met and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement on Form F-6 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on January 26, 2024.

WNS (Holdings) Limited

By: /s/ Gopi Krishnan
Name: Gopi Krishnan
Title: General Counsel

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Keshav R. Muruges (Director and Group Chief Executive Officer), Sanjay Puria (Group Chief Financial Officer) and Gopi Krishnan (General Counsel), severally, as such person's true and lawful attorney-in-fact and agent, with full power of substitution and revocation, for such person and in such person's name, place and stead, in any and all capacities to sign any and all amendments (including post-effective amendments) to this Registration Statement and any registration statement filed pursuant to Rule 462(b) promulgated under the Securities Act of 1933, as amended, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done provided two of the above-listed attorneys-in-fact act together on behalf of such person, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or any substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Amendment No. 1 to the Registration Statement on Form F-6 has been signed below by the following persons in the capacities indicated on January 26, 2024.

Signature	Title
<u>/s/ Timothy L. Main</u> Name: Timothy L. Main	Chairman of the Board
<u>/s/ Keshav R. Muruges</u> Name: Keshav R. Muruges	Director and Group Chief Executive Officer (Principal executive officer)
<u>/s/ Sanjay Puria</u> Name: Sanjay Puria	Group Chief Financial Officer (Principal financial and accounting officer)
<u>/s/ Jason Liberty</u> Name: Jason Liberty	Director
<u>/s/ Françoise Gri</u> Name: Françoise Gri	Director
<u>/s/ Keith Haviland</u> Name: Keith Haviland	Director
<u>/s/ Mario P. Vitale</u> Name: Mario P. Vitale	Director
<u>/s/ Lan Tu</u> Name: Lan Tu	Director
<u>/s/ Diane de Saint Victor</u> Name: Diane de Saint Victor	Director
<u>/s/ Judy Marlinski</u> Name: Judy Marlinski	Director
<u>/s/ Timothy L. Main</u> Name: Timothy L. Main	Authorized Representative in the United States

Index to Exhibits

Exhibit

Document

(a)(3)

Amendment to the Deposit Agreement

**AMENDMENT TO
DEPOSIT AGREEMENT**

by and among

WNS (HOLDINGS) LIMITED

as Issuer,

DEUTSCHE BANK TRUST COMPANY AMERICAS

as Depositary

AND

**THE HOLDERS AND BENEFICIAL OWNERS
OF AMERICAN DEPOSITARY SHARES EVIDENCED BY
AMERICAN DEPOSITARY RECEIPTS ISSUED HEREUNDER**

Dated as of January 26, 2024

THIS AMENDMENT TO THE DEPOSIT AGREEMENT, dated as of January 26, 2024 (hereafter, the “**Amendment**”) is amending the deposit agreement dated as of July 18, 2006 (the “**Deposit Agreement**”), and is entered into by and between (i) WNS (Holdings) Limited, a company incorporated under the laws of Jersey, Channel Islands, and its successors (the “**Company**”), (ii) Deutsche Bank Trust Company Americas, an indirect wholly owned subsidiary of Deutsche Bank A.G., acting in its capacity as depository (the “**Depository**”) and (iii) all Holders and Beneficial Owners of American Depositary Shares evidenced by American Depositary Receipts issued hereunder (all such capitalized terms as hereinafter defined).

WITNESSETH THAT:

WHEREAS, pursuant to the Deposit Agreement the Company established an ADR facility with the Depository to provide for the deposit of Shares and the creation of American Depositary Shares representing the Shares so deposited; and

WHEREAS, it is now envisaged to amend certain provisions of the Deposit Agreement and the Receipts pursuant to the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

SECTION 1.1 All capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Deposit Agreement.

ARTICLE II.

AMENDMENTS

SECTION 2.1 All references in the Deposit Agreement to the form of American Depositary Receipt set out in Exhibit A and Exhibit B thereto shall, as of the Effective Date (as defined herein), refer to the Receipts as amended by this Amendment.

SECTION 2.2 As of the Effective Date, Section 6.2 (*Termination*) shall be replaced in its entirety with the following:

“SECTION 6.2 Termination. The Depository shall, at any time at the written direction of the Company, terminate this Deposit Agreement by mailing notice of such termination to the Holders of all Receipts then outstanding at least **30** days prior to the date fixed in such notice for such termination, provided that the Depository shall be reimbursed for any amounts, fees, costs or expenses owed to it in accordance with the terms of this Deposit Agreement and in accordance with any other agreements as otherwise agreed in writing between the Company and the Depository from time to time, prior to such termination shall take effect. If 90 days shall have expired after (i) the Depository shall have delivered to the Company a written notice of its election to resign, or (ii) the Company shall have delivered to the Depository a written notice of the removal of the Depository, and in either case a successor depository shall not have been appointed and accepted its appointment as provided in Section 5.4, the Depository may terminate this Deposit Agreement by mailing notice of such termination to the Holders of all Receipts then outstanding at least 30 days prior to the date fixed for such termination.

On and after the date of termination of this Deposit Agreement, the Holder will, upon surrender of such Receipt at the Principal Office of the Depositary, upon the payment of the charges of the Depositary for the surrender of Receipts referred to in Section 2.6 and subject to the conditions and restrictions therein set forth, and upon payment of any applicable taxes or governmental charges, be entitled to delivery, to him or upon his order, of the amount of Deposited Securities represented by such Receipt. If any Receipts shall remain outstanding after the date of termination of this Deposit Agreement, the Registrar thereafter shall discontinue the registration of transfers of Receipts, and the Depositary shall suspend the distribution of dividends to the Holders thereof, and shall not give any further notices or perform any further acts under this Deposit Agreement, except that the Depositary shall continue to collect dividends and other distributions pertaining to Deposited Securities, shall sell rights or other property as provided in this Deposit Agreement, and shall continue to deliver Deposited Securities, subject to the conditions and restrictions set forth in Section 2.6, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any rights or other property, in exchange for Receipts surrendered to the Depositary (after deducting, or charging, as the case may be, in each case, the charges of the Depositary for the surrender of a Receipt, any expenses for the account of the Holder in accordance with the terms and conditions of this Deposit Agreement and any applicable taxes or governmental charges or assessments). At any time after the expiration of six months from the date of termination of this Deposit Agreement, the Depositary may sell the Deposited Securities then held hereunder and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it hereunder, in an unsegregated account, without liability for interest for the pro rata benefit of the Holders of Receipts whose Receipts have not theretofore been surrendered. After making such sale, the Depositary shall be discharged from all obligations under this Deposit Agreement with respect to the Receipts and the Shares, Deposited Securities and American Depositary Shares, except to account for such net proceeds and other cash (after deducting, or charging, as the case may be, in each case, the charges of the Depositary for the surrender of a Receipt, any expenses for the account of the Holder in accordance with the terms and conditions of this Deposit Agreement and any applicable taxes or governmental charges or assessments). Upon the termination of this Deposit Agreement, the Company shall be discharged from all obligations under this Deposit Agreement except for its obligations to the Depositary hereunder.”

SECTION 2.3

As of the Effective Date, item (21) (*Termination*) of the Form of Receipt set forth in Exhibit B to the Deposit Agreement and set forth as Exhibit (a)(2) to the Registration Statement on Form F-6 filed with the Securities Exchange Commission on December 9, 2011, shall be replaced in its entirety with the following:

“(21) Termination. The Depositary shall, at any time at the written direction of the Company, terminate the Deposit Agreement by mailing notice of such termination to the Holders of all Receipts then outstanding at least **30** days prior to the date fixed in such notice for such termination, provided that the Depositary shall be reimbursed for any amounts, fees, costs or expenses owed to it in accordance with the terms of the Deposit Agreement and in accordance with any other agreements as otherwise agreed in writing between the Company and the Depositary from time to time, prior to such termination shall take effect. If 90 days shall have expired after (i) the Depositary shall have delivered to the Company a written notice of its election to resign, or (ii) the Company shall have delivered to the Depositary a written notice of the removal of the Depositary, and in either case a successor depositary shall not have been appointed and accepted its appointment as provided herein and in the Deposit Agreement, the Depositary may terminate the Deposit Agreement by mailing notice of such termination to the Holders of all Receipts then outstanding at least 30 days prior to the date fixed for such termination.

On and after the date of termination of the Deposit Agreement, the Holder will, upon surrender of such Receipt at the Principal Office of the Depositary, upon the payment of the charges of the Depositary for the surrender of Receipts referred to in Article (2) hereof and in the Deposit Agreement and subject to the conditions and restrictions therein set forth, and upon payment of any applicable taxes or governmental charges, be entitled to delivery, to him or upon his order, of the amount of Deposited Securities represented by such Receipt. If any Receipts shall remain outstanding after the date of termination of the Deposit Agreement, the Registrar thereafter shall discontinue the registration of transfers of Receipts, and the Depositary shall suspend the distribution of dividends to the Holders thereof, and shall not give any further notices or perform any further acts under the Deposit Agreement, except that the Depositary shall continue to collect dividends and other distributions pertaining to Deposited Securities, shall sell rights as provided in the Deposit Agreement, and shall continue to deliver Deposited Securities, subject to the conditions and restrictions set forth in the Deposit Agreement, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any rights or other property, in exchange for Receipts surrendered to the Depositary (after deducting, or charging, as the case may be, in each case, the charges of the Depositary for the surrender of a Receipt, any expenses for the account of the Holder in accordance with the terms and conditions of the Deposit Agreement and any applicable taxes or governmental charges or assessments). At any time after the expiration of six months from the date of termination of the Deposit Agreement, the Depositary may sell the Deposited Securities then held hereunder and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it hereunder, in an unsegregated account, without liability for interest for the pro rata benefit of the Holders of Receipts whose Receipts have not theretofore been surrendered. After making such sale, the Depositary shall be discharged from all obligations under the Deposit Agreement with respect to the Receipts and the Shares, Deposited Securities and ADSs, except to account for such net proceeds and other cash (after deducting, or charging, as the case may be, in each case, the charges of the Depositary for the surrender of a Receipt, any expenses for the account of the Holder in accordance with the terms and conditions of the Deposit Agreement and any applicable taxes or governmental charges or assessments). Upon the termination of the Deposit Agreement, the Company shall be discharged from all obligations under the Deposit Agreement except as set forth in the Deposit Agreement.”

ARTICLE III.

MISCELLANEOUS

SECTION 3.1 This Amendment is dated as of the date set forth above and shall be effective on February 25, 2024, 30 days after notice of the amendments provided for herein shall have been given to the Holders (the “**Effective Date**”). From and after the Effective Date, the Deposit Agreement and the Receipts shall be amended as provided in this Amendment and references thereto shall be treated as references to them as so amended.

SECTION 3.2 Receipt certificates issued prior to the Effective Date which do not reflect the changes to the Form of American Depositary Receipt effected hereby do not need to be called in for exchange and may remain outstanding until such time as the Holders thereof choose to surrender them for any reason under the Deposit Agreement, as amended by this Amendment. The Depositary is authorized and directed to take any and all actions deemed necessary to effect the foregoing.

Holders and Beneficial Owners of ADSs issued pursuant to the Deposit Agreement prior to the date hereof and outstanding as of the date hereof shall, from and after the date hereof, be deemed owners and Holders of ADSs issued pursuant to, and be subject to all of the terms and conditions of, the Deposit Agreement, as amended by this Amendment, in all respects.

SECTION 3.3 This Amendment is supplemental to the Deposit Agreement and shall be read and construed as one instrument together with the Deposit Agreement. Except as amended by this Amendment, the Deposit Agreement shall continue in full force and effect.

SECTION 3.4 This Amendment may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Amendment shall not be effective until each of the parties has executed at least one counterpart.

SECTION 3.5 This Amendment shall be interpreted in accordance with, and all rights hereunder and the provisions hereof shall be governed by, the laws of the State of New York without reference to the principles of choice of law thereof. Any dispute and any non-contractual obligations arising out of or in connection with this Amendment shall be referred to and finally settled in accordance with the provisions of Section 7.6 of the Deposit Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, WNS (HOLDINGS) LIMITED and DEUTSCHE BANK TRUST COMPANY AMERICAS have duly executed this Amendment as of the day and year first above set forth and all Holders and Beneficial Owners shall become parties hereto upon acceptance by them of American Depositary Shares evidenced by Receipts issued in accordance with the terms hereof.

WNS (HOLDINGS) LIMITED

By: /s/ Gopi Krishnan
Name: Gopi Krishnan
Title: General Counsel

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: /s/ Michael Curran
Name: Michael Curran
Title: Vice President

By: /s/ Robert Martello
Name: Robert Martello
Title: Director