



Wipro Enterprises (P) Limited

Registered Office: Wipro House, No. 8,
7th Main, 80 Feet Road, Koramangala, 1st Block, Bangalore- 560034

Telephone: +91-80-61990100

CIN U15141KA2010PTC054808,

E-mail: communications.wel@wipro.com, Website: www.wiproenterprises.com

NOTICE is hereby given that 11th Annual General Meeting of the Members of Wipro Enterprises (P) Limited will be held on Wednesday, September 29, 2021 at 4:00 PM at Wipro Campus, Board Room, 2nd Floor, A Block, SJP 1, Doddakannelli, Sarjapur Road, Bangalore, 560035, to transact the following businesses:

ORDINARY BUSINESS:

1. To receive, consider and adopt the audited financial statements of the Company (including consolidated financial statements) for the financial year ended March 31, 2021, together with the Reports of the Directors and Auditors thereon.

SPECIAL BUSINESS:

2. RATIFICATION OF REMUNERATION PAYABLE TO COST AUDITORS OF THE COMPANY FOR THE FY 2020-21

To consider and if thought fit, to pass with or without modification(s), the following resolution as **ORDINARY RESOLUTION**:

“**RESOLVED THAT** pursuant to Section 148 (3) read with Rule 14 (b) of Companies (Audit and Auditors) Rules, 2014 and all other applicable provisions if any, of the Companies Act, 2013, Company hereby ratifies the remuneration of ₹ 8.8 Lakhs plus taxes and out of pocket expenses if any, payable to **M/s P. D. Dani and Associates** (Registration Number 000593 with Institute of Cost Accountants of India) and ₹ 3.25 Lakh plus taxes and out of pocket expenses if any payable to **M/s. Rao, Murthy & Associates** (Registration Number 000065 with Institute of Cost Accountants of India) for FY 2020-21, who were appointed as the Cost Auditors, to carry out the Cost Audit of the Company.”

“**RESOLVED FURTHER THAT** the Board of Directors and Company Secretary be and are hereby authorized to do all acts and take all such steps as may be necessary, proper or expedient to give effect to this resolution.”

3. APPROVAL OF THE SCHEME OF AMALGAMATION OF WIPRO PERSONAL AND HOME CARE PRIVATE LIMITED (TRANSFEROR COMPANY) WITH WIPRO ENTERPRISES PRIVATE LIMITED (TRANSFEREE COMPANY)

To consider and if thought fit, to pass, with or without modification, the following resolution as **SPECIAL RESOLUTION**:

“**RESOLVED THAT** pursuant to Sections 230 and 233 of the Companies Act, 2013 (the Act) read with the Companies (Compromise, Arrangement and Amalgamation) Rule 2016 (the Rules) and other applicable provisions, if any, of the Act and the Rules thereunder, (including any statutory modifications, re-enactment or amendments thereof) and applicable provisions of the Memorandum and Articles of Association of the Company and subject to sanction by the Regional Director, South East Region, Ministry of Corporate Affairs and other requisite concerns and approvals, if any, being obtained and subject to such terms and conditions and modification(s) as may be imposed, prescribed or suggested by the Regional Director, South East Region or such other appropriate authorities, the Scheme of Amalgamation of Wipro Personal And Home Care Private Limited (Transferor Company) with Wipro Enterprises Private Limited (Transferee Company) in terms of the draft laid before the meeting and initialed by the Chairman for the purpose of identification, be and is hereby approved.”

“**RESOLVED FURTHER** Mr. Vineet Agrawal, CEO – Wipro Consumer Care & Lighting Business and Executive Director or Mr. Anil Chugh, President - Consumer Care Business, Wipro Consumer Care & Lighting or Mr. Raghavendran Swaminathan, Chief Financial Officer or Mr. Ravi Anantharamiah, Vice President and Global Controller – WEL or Mr. Dnyanesh Sabnis, General Counsel or Mr. Srivathsa Narapanth, Senior General Manager- Finance India

& Yardley Business, Wipro Consumer Care & Lighting or Mr. Kumar Ayashkanta, Head – Corporate Treasury or Mr. Arun Choudhury, Manager – Corporate Taxation or Mr. Chethan Yogesh, Company Secretary of the Company be and are hereby authorized to sign, seal and deliver all documents, agreements and deeds and perform all acts, matters and things and to take all such steps as may be necessary or desirable in its absolute discretion and to settle any questions or difficulties that may arise with regard to the Scheme or the implementation of the above resolution and to carry out such modifications / directions as may be

ordered by the Statutory Authorities to give effect to this resolution.”

The above-mentioned Scheme of Amalgamation, if approved by the meeting, will be subject to the subsequent approval of the Regional Director, South East Region, Ministry of Corporate Affairs.

By Order of the Board of Directors
For **Wipro Enterprises (P) Limited**

Sd/-

Date: August 26, 2021
Place: Bangalore

Chethan Yogesh
Company Secretary

NOTES

1. In view of the COVID-19 pandemic, your Company has voluntarily enabled the facility for Members to watch the proceedings of the 11th AGM through the Video Conferencing provided by Cisco WebEx platform. The instructions for participation by Members are given in the subsequent paragraphs.
2. The proceedings of the 11th AGM will be web casted live for all the shareholders. Interested Shareholder can click below link to register for the AGM event. <https://wiprocon1.webex.com/wiprocon1/onstage/g.php?MTID=e28912822c851495dce782f56a5a826e8>
After clicking the link, kindly enter your details such as your full name, E-mail ID, phone number, demat account details (DP ID & Client ID or Folio number as the case may be) for registration.
3. Once the registration is successfully completed, you will receive another confirmation email along with the link to join the AGM.
4. A member entitled to attend and vote at the Annual General Meeting is entitled to appoint a proxy, or, where that is allowed, one or more proxies, to attend and vote instead of himself, and that a proxy need not be a member.
5. Proxies to be effective must be received by the Company not less than 48 hours before the meeting.
6. All alterations made in the form of proxy should be initialed.
7. Pursuant to provisions of Section 105 of the Companies Act, 2013, read with the applicable rules thereon, a person can act as a proxy on behalf of members not exceeding fifty and holding in the aggregate not more than ten percent of the total share capital of the Company carrying voting rights, may appoint a single person as proxy, who shall not act as a proxy for any other member.
8. Corporate members intending to send their authorized representatives to attend the meeting are requested to send to the Company a certified copy of the Board resolution authorizing their representative to attend and vote on their behalf at the meeting.
9. The Register of Members will remain closed from September 27, 2021 to September 29, 2021 (both days inclusive).
10. Only bonafide members of the Company whose names appear on the Register of Members/Proxy holders, in possession of valid attendance slips duly filled and signed will be permitted to attend the meeting. The Company reserves its right to take all steps as may be deemed necessary to restrict non-members from attending the meeting.
11. Members are requested to bring their copies of Annual Report to the Meeting. In order to enable us to register your attendance at the venue of the Annual General Meeting, we request you to bring your folio number/demat account number/DP ID-Client ID to enable us to give you a duly filled attendance slip for your signature and participation at the meeting.
12. In case of joint holders attending the meeting, only such joint holder who is higher in the order of names will be entitled to vote.
13. Members who hold shares in the dematerialized form and want to change/correct the bank account details should send the same immediately to their concerned Depository Participant and not to the Company. Members are also requested to give the MICR Code of their bank to their Depository Participants. The Company will not entertain any direct request from such members for change of address, transposition of names, deletion of name of deceased joint holder and change in the bank account details. While making payment of Dividend, Registrar is obliged to use only the data provided by the Depositories, in case of such demat shares.

14. Members who are holding physical shares in identical order of names in more than one folio are requested to send to the Company or Company's Share Transfer Agent the details of such folios together with the share certificates for consolidating their holding in one folio. The share certificates will be returned to the members after making requisite changes, thereon. Members are requested to use the new Share Transfer Form SH-4.

15. Members in case of any grievance or request may contact our Registrars and Share Transfer Agent at the following address quoting their Folio no. DP ID & Client ID no.

KFin Technologies Private Limited

Unit: Wipro Enterprises,
Selenium Tower B,
Plot 31-32,
Financial District, Nanakramguda,
Serilingampally Mandal,
Hyderabad – 500 032.
P h: -1-800-309-4001

Shareholders Grievance/ queries can be sent through email to any of the following designated email ids.

- a. Email id: einward.ris@kfintech.com
- b. Email id: rajitha.cholleti@kfintech.com
Contact person: Ms. Rajitha Cholleti
- c. Email id: srinivas.b@kfintech.com
Contact person: Mr. B Srinivas

16. Non-Resident Indian shareholders are requested to inform about the following to the Company or its Share Transfer Agent or the concerned Depository Participant, as the case may be, immediately of:-

- a) The change in the residential status on return to India for permanent settlement.
- b) The particulars of the NRE Account with a Bank in India, if not furnished earlier.

17. The Statutory Registers under the Companies Act, 2013 (Register under Section 88 and Section 189 of the Companies Act, 2013) and all relevant documents referred to in the Notice and accompanying statement is available for inspection at the Registered Office of the Company during business hours between 11.00 am to 1.00 pm except on holidays and will be made available at the venue of the meeting.

18. Please refer Annual Report for more details about the Company's Performance, etc. which is available on the

website of the company at www.wiproenterprises.com .

19. Pursuant to Section 101 and Section 136 of the Companies Act, 2013 read with relevant Companies (Management and Administration) Rules, 2014, companies can serve Annual Reports and other communications through electronic mode to those Members who have registered their e-mail address either with the Company or with the Depository. Members who have not registered their e-mail address with the Company are requested to submit their request with their valid e-mail address to KFin Technologies Private Limited. Members holding shares in demat form are requested to register/update their e-mail address with their Depository Participant(s) directly. Members of the Company, who have registered their email-address, are entitled to receive such communication in physical form upon request.

20. Pursuant to Section 108 of Companies Act, 2013 and rules made thereunder, the Company does not have more than 1000 shareholders, hence, e-voting is not applicable to your company.

21. Explanatory Statement of material facts for the proposed resolutions pursuant to Section 102 of the Companies Act, 2013 in respect of all items of Business as set out in the notice is annexed hereto along with applicable rules thereunder and provisions of Section 230 and 233 of the Companies Act, 2013 setting out material facts forms part of this Notice.

22. The Notice of meeting is being sent to all the equity shareholders whose names appear in the records of the Company as on July 31, 2021. Voting rights shall be reckoned on the paid-up value of the shares registered in the names of the shareholders.

23. The copy of the said Scheme of Amalgamation and the statement under section 102 and 230 of the Companies Act, 2013 can be obtained free of charge at the registered office of the company and annexed to this notice.

24. The route map showing the direction to reach the venue of the Annual General Meeting is annexed at the last page.

EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013

The following statement sets out all material facts relating to certain Special Business as mentioned in the accompanying Notice:

Item No. 2

Pursuant to Section 148 (3) of the Companies Act, 2013 read with Rule 14 (b) of Companies (Audit and Auditors) Rules, 2014 and all other applicable provisions, if any of the Companies Act, 2013 members have to ratify the remuneration of Cost Auditor of the Company.

M/s P. D. Dani and Associates. (Registration Number 000593 with Institute of Cost Accountants of India) and M/s. Rao, Murthy & Associates (Registration Number 000065 with Institute of Cost Accountants of India), Cost Accountants within the meaning of the Cost and Works Accountants Act, 1959, were appointed as the cost auditors for Wipro Consumer Care and Lighting division (WCCLG) and Wipro Infrastructure Engineering division (WIN) respectively to carry out the Cost Audit of the cost records the Company relating to the products mentioned below for the year ended March 31, 2021.

M/s. P.D. Dani and Associates have been appointed as the Cost Auditor of Wipro Consumer Care and Lighting division (WCCLG) and is also acting as Lead Cost Auditor for the company as a whole and shall submit the consolidated Cost Audit Report of the Wipro Enterprises (P) Limited for financial year ended March 31, 2021. The scope of work for WCCLG is larger than WIN according to products covered under Cost Audit as per specified CETA codes.

| Sl. No. | Industries/Sectors/Product Group as per Rule 3 (B) of Companies (Cost Records and Audit) Rules, 2014 | Product Name | CETA Heading | Business Division |
|---------|--|---|--------------|-------------------|
| 1 | Organic and Inorganic Chemicals etc. | Fatty Acids | 38231112 | WCCLG |
| 2 | Organic and Inorganic Chemicals etc. | Liquid Detergent | 34029011 | WCCLG |
| 3 | Organic and Inorganic Chemicals etc. | Fabric Conditioner | 34029099 | WCCLG |
| 4 | Organic and Inorganic Chemicals etc. | Dish Wash | 34022090 | WCCLG |
| 5 | Insecticides | Hand Sanitizers (Disinfectants) | 38089400 | WCCLG |
| 6 | Insecticides | Floor Cleaner (Disinfectants) | 38089400 | WCCLG |
| 7 | Other Machinery | Fan Regulator | 84149030 | WCCLG |
| 8 | Electricals or Electronic Machinery | MCB-Miniature circuit breakers | 85362030 | WCCLG |
| 9 | Electricals or Electronic Machinery | Switches | 85365020 | WCCLG |
| 10 | Electricals or Electronic Machinery | Plug, Socket and Plate | 85366910 | WCCLG |
| 11 | Electricals or Electronic Machinery | Starter | 85369010 | WCCLG |
| 12 | Electricals or Electronic Machinery | GLS | 85392910 | WCCLG |
| 13 | Other Machinery | Hydraulic Tipping System | 84122100 | WIN |
| 14 | Other Machinery | Hydraulic Cylinder | 84122990 | WIN |
| 15 | Other Machinery | Engine Cover Cylinders and Pistons | 84128090 | WIN |
| 16 | Other Machinery | Spares for Hydraulic Cylinders | 84129090 | WIN |
| 17 | Other Machinery | Jigs & Fixtures | 84663020 | WIN |
| 18 | Machinery & Mechanical Appliances used in defence, space and atomic energy sectors- Aircraft | Aircraft Parts | 88032000 | WIN |
| 19 | Machinery & Mechanical Appliances used in defence, space and atomic energy sectors- Aircraft | Other parts of aero plane and helicopter-Customer HD (landing actuator parts) | 88033000 | WIN |
| 20 | Machinery & Mechanical Appliances used in defence, space and atomic energy sectors- Aircraft | Parts of other engines and motors-Customer Collins | 88039000 | WIN |
| 21 | Arms & Ammunitions | Canister Assembly used in Missile | 93069000 | WIN |

| Sl. No. | Industries/Sectors/Product Group as per Rule 3 (B) of Companies (Cost Records and Audit) Rules, 2014 | Product Name | CETA Heading | Business Division |
|---------|--|---------------------------------|--------------|-------------------|
| 22 | Other Machinery | Cylinder Assembly | 84129010 | WIN |
| 23 | Other Machinery | Industrial Robot | 84795000 | WIN |
| 24 | Other Machinery | Conveyors and Moving Equipments | 84313910 | WIN |
| 25 | Other Machinery | Fixtures | 84818090 | WIN |
| 26 | Other Machinery | Belt Conveyors | 84282011 | WIN |
| 27 | Other Machinery | Water | 84212190 | WIN |

Members are requested to ratify the remuneration payable to **M/s P. D. Dani and Associates** (Registration Number 000593 with Institute of Cost Accountants of India) and **M/s. Rao, Murthy & Associates** (Registration Number 000065 with Institute of Cost Accountants of India) for FY 2020-21. Details of the remuneration is shown below.

| Sl. No. | Financial Year | Name of the Auditor | Division | Amount in ₹ |
|---------|----------------|--|--|---|
| 1. | 2020-21 | M/s P. D. Dani and Associates. | Wipro Consumer Care & Lighting Business and for issuing Consolidated Cost Audit Report | INR 8.8 Lakhs plus taxes and out of pocket expenses if any |
| 2. | | M/s. Rao, Murthy & Associates | Wipro Infrastructure Engineering Business | INR 3.25 Lakhs plus taxes and out of pocket expenses if any |

None of the Directors of the Company or their relatives are concerned or interested financially or otherwise, in the resolution set out at Item No. 2.

The Board recommends the resolution at Item No. 2 for ratification by the members.

Item No. 3:

- In this statement, Wipro Personal and Home Care Private Limited is hereinafter referred to as "Transferor Company" and Wipro Enterprises Private Limited is referred to as "Transferee Company". Where the context so requires, the Transferor Company and the Transferee Company are together referred to as the "Companies".
- The Transferor Company was incorporated on October 29, 2019 as a private limited company, under the provisions of the Companies Act, 2013, under the name and style "Wipro Personal and Home Care Private Limited" with the Registrar of Companies, Karnataka, Bangalore, with CIN: U36999KA2019PTC129135", and PAN AACCW5321P. The Transferor Company is engaged in business to carry on all or any of the business of export, import, trade or manufacture of all kinds of consumer care products, personal care products, home care products, skin care products, ayurvedic products, medicinal products, herbal products, pharmaceuticals, chemicals, soaps, shampoos, deodorants, perfumery articles, cosmetics of all kinds or type including color cosmetics, and derivatives, by-products, residual products and other similar articles of every description.
- The Registered Office of the Transferor Company is situated at Wipro House, 6th Floor, #8, 7th Main, 80 Feet Road, Koramangala 1st Block, Bangalore, Karnataka 560034.
- The Transferee Company was incorporated as a private limited company under the Companies Act 1956 on August 17, 2010 under the name and style of 'Azim Premji Custodial Services Private Limited' with Registrar of Companies, Karnataka, Bangalore which was later converted to a public company with the name 'Azim Premji Custodial Services Limited' w.e.f 20 March 2013, and the company name further changed to 'Wipro Enterprises Limited' w.e.f 19 April 2013 and later converted to private limited company on 22 May 2015 with the name "Wipro Enterprises Private Limited" with CIN U15141KA2010PTC054808 and PAN AAJCA0072C. The Transferee Company is engaged in the manufacture, marketing and sale of fast-moving consumer goods, lighting products, furniture, hydraulic cylinders and its components, aerospace, actuators and water treatment plants, 3D printing, Automation Solution etc.
- The Registered Office of the Transferee Company is situated at Wipro House, No. 8, 7th Main, 80 Feet Road, Koramangala 1st Block, Bangalore, Karnataka 560034.
- By the Scheme of Amalgamation, it is proposed to amalgamate the Transferor Company with the Transferee Company in order to improve business focus, resulting in maximization of benefits to all stakeholders and provide better opportunity of growth.

7. CAPITAL STRUCTURE

- a. The authorized, issued, subscribed and paid-up share capital of the Transferor Company as on June 30, 2021 is as follows:

| Authorized Share Capital | Amount (In ₹) |
|--|----------------------|
| 1,50,00,000 Equity Shares of face value of ₹ 10/- each | 15,00,00,000 |
| Issued, Subscribed and Paid-Up Share Capital | Amount (In ₹) |
| 97,50,000 Equity Shares of face value of ₹ 10/- each | 9,75,00,000 |

- b. The authorized, issued, subscribed and paid-up share capital of the Transferee Company as on June 30, 2021 is as follows:

| Authorized Share Capital | Amount (In ₹) |
|---|----------------------|
| 49,50,00,000 equity shares [par value of ₹ 10 per share] | 4,95,00,00,000 |
| 10,00,000 7% redeemable preference shares [par value of ₹ 50 per share] | 5,00,00,000 |
| Issued, Subscribed and Paid-Up Share Capital | Amount (In ₹) |
| 48,36,62,163 Equity Shares of ₹ 10/- each fully paid up | 4,83,66,21,630 |

8. The Board of Directors of the Transferee Company and Transferor Company had at their respective meetings held on August 12, 2021 and August 25, 2021, unanimously approved the Scheme, subject to approval by the requisite majority of the shareholders and creditors of the respective companies, as may be required, and subject to the sanction of the Regional Director, South East Region and of such other authorities as may be necessary.

Names of the directors who voted in the favor of the resolution, who voted against the resolution and who did not vote or participate in the resolution:

(i) Transferor Company

| Name of the Directors of Transferor Company present in the meeting | Voted in Favor / Against / Abstain from voting |
|---|---|
| Anil Chugh | favor |
| Anantharamiah Ravi | favor |
| Raghavendran Swaminathan | favor |
| Chethan Yogesh | favor |

(ii) Transferee Company

| Name of the Directors of Transferee Company present in the meeting | Voted in Favor / Against / Abstain from voting |
|---|---|
| Azim Hasham Premji | favor |
| Vineet Agrawal | favor |
| Suresh Chandra Senapaty | favor |
| Pratik Kumar | favor |
| Rishad Premji | favor |
| Tariq Premji | favor |

9. REPORT UNDER SECTION 230 AND 233 OF THE COMPANIES ACT, 2013

- A. Under the proposed Scheme, the entire assets and liabilities of the Transferor Company is proposed to be transferred to and vested in Wipro Enterprises Private Limited (Transferee Company). The said scheme will be effective from the Appointed Date i.e., 1st April 2021.
- B. The objectives and rationale of the scheme are as follows:
- Greater integration and financial strength for the amalgamated entity, which would result in maximizing overall shareholder value, and will improve the financial position of the amalgamated entity.
 - Simplification of group structure by eliminating multiple companies and reduce managerial overlap.
 - Greater efficiency in cash management of the Transferee Company, an unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholder value.

- (iv) The amalgamation would lead to greater and efficient use of the infrastructure and optimum utilization of the available resources.
- (v) This Scheme is expected to be in the beneficial interest of the Shareholders and Creditors of the Companies. This Scheme is not expected to be in any manner prejudicial to the interest of the concerned members, creditors, employees or general public at large.
- C. Share Exchange Ratio: The Transferor Company is a wholly owned subsidiary of the Transferee Company, hence the shares held by the Transferee Company in the Transferor Company stand cancelled pursuant to clause 9 of the scheme. As there is no allotment no valuation is taken.
- D. The Directors of the Transferor Company are not personally interested in the above Scheme of Amalgamation.
- E. As per the audited balance sheet of the Transferor Company made upto 31 March 2021, the assets and liabilities of the company are as follows:

| Liabilities | Amount (INR in Thousands) | Assets | Amount (INR in Thousands) |
|--------------------------------------|------------------------------|--------------------|------------------------------|
| Share Capital | 97,500 | Non-Current Assets | 19,76,761 |
| Reserves & Surplus | 5,97,826 | Current Assets | 8,22,173 |
| Non-Current Liabilities & Provisions | 12,305 | | |
| Current Liabilities & Provisions | 20,91,301 | | |
| Total | 27,98,934 | Total | 27,98,934 |

Subsequent to the date of the aforesaid audited accounts, there has been no substantial change in the financial position of the Transferor Company excepting those arising or resulting from the usual course of business.

- F. As per the audited balance sheet of the Transferee Company made up to March 31, 2021, the assets and liabilities of the Transferee Company on standalone basis are as follows:

| Liabilities | Amount (INR in MN) | Asset | Amount |
|----------------------------------|--------------------|--------------------|-----------------|
| Share Capital | 4,837 | Non-Current Assets | 57,107 |
| Reserves & Surplus | 87,753 | Current Assets | 71,933 |
| Non-Current Liabilities | 20,052 | | |
| Current Liabilities & Provisions | 16,398 | | |
| Total | 1,29,040 | Total | 1,29,040 |

Subsequent to the date of the aforesaid audited accounts, there has been no substantial change in the financial position of the Transferee Company except those arising or resulting from the usual course of business.

- G. There are no investigation proceedings which are pending against the Transferor Company under Sections 235 to 251 or any other provisions of the Companies Act, 1956 or Sections 206 to 229 of the Companies Act, 2013.
- H. Names of the promoters and directors of the Transferor Company along with their addresses as on date is as follows;

List of Directors:

| Sl No. | Name of the Director | Designation | Nationality | Address | DIN |
|--------|--------------------------|-------------|-------------|--|----------|
| 1 | Chethan Yogesh | Director | Indian | No. 245, 14 th Block, Nagarbhavi 2 nd Stage, Bangalore- 560072 | 07100406 |
| 2 | Ravi Anantharamiah | Director | Indian | C 1003, Salarpuria Serenity, 5 th Main, 7 th Sector, HSR Layout, Bangalore 560102 | 03402196 |
| 3 | Raghavendran Swaminathan | Director | Indian | OLIVE 503, Prestige St. Johns Wood Apartments, 80 St. Johns Cross Road, Adugodi Bangalore-560029, Karnataka, India | 05160909 |
| 4 | Anil Chugh | Director | Indian | No. 350, 1 st Floor, 14 th B Cross, 6 th Main Sector 6, HSR Layout, Bangalore, 560102, Karnataka, India | 02856788 |

List of Promoter:

| Sl No. | Name of the Promoter | Designation | Nationality | Address | DIN |
|--------|----------------------|-------------------------------|-------------|---|----------|
| 1. | Azim Hasham Premji | Promoter (holding indirectly) | Indian | #75,133,135/1,136/1, Doddakannalli Village, Sarjapur Road, Bangalore, 560035, Karnataka | 00234280 |

- I. Names of the promoters and directors of the Transferee Company along with their addresses as on date is as follows;

List of Directors:

| Sl. No | Name of the Director | Designation | Nationality | Address | DIN |
|--------|-------------------------|--|-------------|--|----------|
| 1 | Azim Hasham Premji | Non-Executive Chairman | Indian | #75,133,135/1,136/1, Doddakannalli Village, Sarjapur Road, Bangalore, 560035, Karnataka | 00234280 |
| 2 | Suresh Chandra Senapaty | Director | Indian | 301, Brigade Lavelle I, Lavelle Road, Bangalore, 560001, Karnataka | 00018711 |
| 3 | Vineet Agrawal | CEO-Wipro Consumer Care & Lighting Business & Executive Director | Indian | Villa 73, Lane 3, Adarsh Palm Retreat, Outer Ring Road, Devarabisenahalli, Bellandur Post Bangalore 560103 Karnataka | 02370129 |
| 4 | Pratik Kumar | CEO-Wipro Infrastructure Engineering Business & Executive Director | Indian | 421/A Palm Meadows 2 PH Whitefield RD, Ramagondanahalli, Bangalore 560066 Karnataka | 00328453 |
| 5 | Rishad Azim Premji | Non-Executive Director | Indian | C-8, Epsilon Villa, Yemlur Marathahalli, Bangalore 560037 Karnataka | 02983899 |
| 6 | Tariq Azim Premji | Non-Executive Director | Indian | #574, Sarjapur Road, Next to Wipro Campus, Doddakannalli, South Carmelaram, Bangalore 560035 Karnataka | 07404479 |

List of Promoter:

| Sl. No. | Name of the Promoter | Designation | Nationality | Address | DIN |
|---------|----------------------|---|-------------|---|----------|
| 1. | Azim Hasham Premji | Promoter holding directly and indirectly 98.45% in transferee company | Indian | #75,133,135/1,136/1, Doddakannalli Village, Sarjapur Road, Bangalore, 560035, Karnataka | 00234280 |

- J. Disclosure about the effect of the compromise or amalgamation on:

- | | |
|---|--|
| a) Key managerial personnel: | Not Applicable |
| b) Directors: | No Impact |
| c) Promoters: | No impact on ultimate holdings |
| d) Non-promoter members: | Not Applicable |
| e) Depositors: | Not Applicable |
| f) Creditors: | Financials would get strengthened |
| g) Debenture holders: | Not Applicable |
| h) Deposit trustee and debenture trustee: | Not Applicable |
| i) Employees of the Company: | Employees of the Transferor Company will become employees of the Transferee Company. |

- K. The Scheme is filed with the Registrar on August 26, 2021.

- L. The amount due to the unsecured creditors of the Transferee Company as on June 30, 2021 is ₹ 23,00,01,69,154.

10. After the Scheme of Amalgamation is approved by you, it will be further subject to the approval by The Regional Director South East Region, Ministry of Corporate Affairs.

By Order of the Board of Directors
For **Wipro Enterprises (P) Limited**

Chethan Yogesh
Company Secretary

Registered Office:

Wipro House, No. 8, 7th Main, 80 Feet Road,
Koramangala, 1st Block, Bangalore- 560034,
Karnataka, India

Telephone: +91-80-61990100

CIN: U15141KA2010PTC054808,

E-mail: communications.wel@wipro.com,

Website: www.wiproenterprises.com

Date: August 26, 2021

Place: Bangalore

BOARD RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE TRANSFEREE COMPANY AT THEIR MEETING HELD ON AUGUST 12, 2021

TO APPROVE THE SCHEME OF AMALGAMATION

The following resolution was passed.

“RESOLVED THAT pursuant to Sections 230 and 233 of the Companies Act, 2013 (the Act) read with the Companies (Compromise, Arrangement and Amalgamation) Rule 2016 (the Rules) and other applicable provisions, if any, of the Act and the Rules thereunder, (including any statutory modifications, re-enactment or amendments thereof) and enabling provisions of the Memorandum of Association and Articles of Association of the Company and subject to the requisite approval of the shareholders / creditors of the Company and subject to the sanction of the Regional Director, South East Region, Ministry of Corporate Affairs or such other competent authority, as may be applicable, the consent of the Board be and is hereby accorded for the Scheme of Amalgamation of Wipro Personal And Home Care Private Limited (Transferor Company) with Wipro Enterprises Private Limited, (Transferee Company) and their respective shareholders (herein after referred to as ‘Scheme’ or ‘the Scheme’ or ‘this Scheme’).”

“RESOLVED FURTHER THAT, the draft Scheme placed before the meeting and initialed by the Chairman for the purpose of identification, being advantageous and beneficial to the shareholders and creditors and the terms thereof being fair and reasonable, be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. Vineet Agrawal, CEO – Wipro Consumer Care & Lighting Business and Executive Director or Mr. Anil Chugh, President - Consumer Care Business, Wipro Consumer Care & Lighting or Mr. Raghavendran Swaminathan, Chief Financial Officer or Mr. Ravi Anantharamiah, Vice President and Global Controller – WEL or Mr. Dnyanesh Sabnis, General Counsel or Mr. Srivathsa Naropanth, Senior General Manager- Finance India & Yardley Business, Wipro Consumer Care & Lighting or Mr. Kumar Ayashkanta, Head – Corporate Treasury or Mr. Arun Choudhury, Manager – Corporate Taxation or Mr. Chethan Yogesh, Company Secretary of the Company be and are hereby severally authorized to take all the necessary steps for: –

- a. Finalize and Settle the draft Scheme of Amalgamation.
- b. Filing declarations and other documents with the ROC and other concerned authorities.
- c. Filing of application with the Regional Director South East Region or such other appropriate authority for approval of the scheme.
- d. Filing affidavits, petitions, pleadings, applications, or any other proceedings incidental or deemed necessary or useful in connection with the above proceedings and to engage Counsels, Advocates, Chartered Accountants, and other professionals and to sign and execute vakalatnama wherever necessary, and sign and issue public advertisements and notices.
- e. Obtaining approval from such other authorities and parties including the shareholders, creditors, lenders as may be considered necessary to the said Scheme.
- f. Making any alterations/ changes/ modifications to the Scheme as may be expedient or necessary which does not materially change the substance of the Scheme; particularly for satisfying the requirements or conditions imposed by the Central Government or any other authority.
- g. Signing all applications, petitions, documents, relating to the Scheme or delegate such authority to another person by a valid Power of Attorney.
- h. To settle any question or difficulty that may arise with regard to the implementation of the above Scheme, and to give effect to the above resolution; and
- i. To do all further acts, deeds, matters and things as may be necessary, proper or expedient to give effect to the Scheme and for matters connected therewith or incidental thereto.

“RESOLVED FURTHER THAT any Director or Company Secretary of the Company and is hereby severally authorized to sign any copy of this resolution as a certified true copy thereof and furnish the same to whomsoever concerned.”

**SCHEME OF AMALGAMATION
OF
WIPRO PERSONAL AND HOME CARE PRIVATE LIMITED
WITH
WIPRO ENTERPRISES PRIVATE LIMITED
AND
THEIR RESPECTIVE SHAREHOLDERS
UNDER SECTION 233 OF THE COMPANIES ACT, 2013.**

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PREAMBLE

I. PURPOSE OF SCHEME

This Scheme (defined herein) provides for the amalgamation of Wipro Personal and Home Care Private Limited with Wipro Enterprises Private Limited pursuant to Section 233 of the Companies Act, 2013 and other applicable provisions of Companies Act, 2013 and Section 2(1B) of the Income Tax Act as applicable for the amalgamation.

The Transferor Company and the Transferee Company are companies within the same group and the Transferor Company is the wholly owned subsidiary of the Transferee Company since the Transferee Company along with its nominees holds the entire share capital of each of the Transferor Company.

II. RATIONALE FOR THE SCHEME

1. Wipro Enterprises Private Limited, (“Transferee Company”), a Company incorporated under the Companies Act, 1956 with Registrar of Companies, Karnataka on August 17, 2010 under the name and style of ‘Azim Premji Custodial Services Private Limited’ with Registrar of Companies, Karnataka, Bangalore which was later converted to a public company with the name as ‘Azim Premji Custodial Services Limited’ on 20 March 2013, and the name further changed to ‘Wipro Enterprises Limited’ on 19 April 2013 and later converted to private limited company on 22 May, 2015 with the name “Wipro Enterprises Private Limited” with CIN: U15141KA2010PTC054808. The Registered Office of the Transferee Company is at Wipro House, No. 8, 7th Main, 80 Feet Road, Koramangala 1st Block, Bangalore, Karnataka 560034. The Transferee Company is engaged in the Business of manufacture, marketing and sale of fast-moving consumer goods, lighting products, furniture, hydraulic cylinders and its components, aerospace, actuators and water treatment plants, 3D printing, Automation Solution etc.
2. Wipro Personal and Home Care Private Limited, (“Transferor Company”), a Company incorporated under the Companies Act, 2013 with Registrar of Companies, Karnataka on October 29, 2019 under the name “Wipro Personal and Home Care Private Limited” with CIN: U36999KA2019PTC129135. The Registered Office of the Transferor Company is at Wipro House, 6th Floor, #8, 7th Main, 80 Feet Road, Koramangala 1st Block, Bangalore, Karnataka 560034. The Transferor Company is engaged in business to carry on all or any of the business of export, import, trade or manufacture of all kinds of consumer care products, personal care products, home care products, skin care products, ayurvedic products, medicinal products, herbal products, pharmaceuticals, chemicals, soaps, shampoos, deodorants, perfumery articles, cosmetics of all kinds or type including colour cosmetics, and derivatives, by-products, residual products and other similar articles of every description.
3. Wipro Personal and Home Care Private Limited is engaged in the business operations related to that of Wipro Enterprises Private Limited. Towards the objective of combining the businesses of these companies, it is proposed to amalgamate Wipro Personal and Home Care Private Limited into Wipro Enterprises Private Limited.

The consolidation of these operations through amalgamation would result in:

- (i) Greater integration and financial strength for the amalgamated entity, which would result in maximising overall shareholder value, and will improve the financial position of the amalgamated entity.
- (ii) Simplification of group structure by eliminating multiple companies and reduce managerial overlap.
- (iii) Greater efficiency in cash management of the Transferee Company, an unfettered access to cash flow generated by the combined business which can be deployed more efficiently to fund organic and inorganic growth opportunities, to maximize shareholder value.
- (iv) The amalgamation would lead to greater and efficient use of the infrastructure and optimum utilisation of the available resources.

In view of the aforesaid, the Board of Directors of the Transferor Company and the Board of Directors of the Transferee Company have considered and proposed the amalgamation of the entire undertakings and business of the Wipro Personal and Home Care Private Limited with Wipro Enterprises Private Limited.

Accordingly, the Board of the Transferor Company, the Transferee Company have formulated this Scheme for the transfer and vesting of the entire undertaking of the Transferor Company with and into the Transferee Company in accordance with Section 233 of the Companies Act, 2013.

III. PARTS OF THE SCHEME

The Scheme is divided into following parts:

- (i) **Part A** – Dealing with definition of the terms used in this Scheme and setting out the share capital of the Transferor Company (defined herein) and the Transferee Company (defined herein);
- (ii) **Part B** – Dealing with the transfer and vesting of the Undertaking of the Transferor Company to and in the Transferee Company;
- (iii) **Part C** – Dealing with the consideration for the amalgamation;
- (iv) **Part D** – Dealing with the accounting treatment in the books of the Transferee Company; and
- (v) **Part E** – Dealing with the dissolution of the Transferor Company and the general terms and conditions applicable to this Scheme and other matters consequential and integrally connected thereto.

PART A

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

In this Scheme, unless repugnant to the context, the following expressions shall have the following meaning:

- 1.1 **“Act”** means the Companies Act, 2013, and ordinances, rules and regulations made thereunder and shall include any statutory modifications, reenactment or amendment thereof;
- 1.2 **“Appointed Date”** means April 1, 2021, or such other date as the Central Government/ Regional Director or such other authorities may direct/ fix;
- 1.3 **“Applicable Laws”** means any statute, notification, bye laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority including any statutory modification or re-enactment thereof for the time being in force;
- 1.4 **“Appropriate Authority”** means and includes any governmental, statutory, departmental or public body or authority, including Registrar of Companies and the Tribunal;
- 1.5 **“Board of Directors”** or **“Board”** means the board of directors of the Transferor Company or the Transferee Company or both, as the case may be, shall, unless it be repugnant to the context or otherwise, includes a Committee of Directors or any person authorized by the Board of Directors or such Committee of Directors;
- 1.6 **“Effective Date”** means the date on which the Scheme shall be effective, and the Scheme shall be effective from the Appointed Date;

- 1.7 **“Government Authority”** means central government, any applicable state or local government, legislative body, regulatory or administrative authority, agency or commission or any court, tribunal, board, or arbitral body having jurisdiction;
- 1.8 **“Income Tax Act”** means the Income Tax Act, 1961, and shall include any statutory modifications, re-enactment or amendment thereof and to the extent in force;
- 1.9 **“Intellectual Property Rights”** means
- (a) copyright, patents, brands, manufacturing process, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered);
 - (b) applications for registration, and rights to apply for registration, of any of the foregoing rights; and
 - (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
- 1.10 **“MAT”** means Minimum Alternate Tax;
- 1.11 **“Regional Director”** means the Regional Director, Southeast Region in whose jurisdiction the registered offices of the Transferor Company and Transferee Company are situated;
- 1.12 **“Scheme”** or **“the Scheme”** or **“this Scheme”** means this Scheme of Amalgamation in its present form or with any modification(s) made under Clause 18 of this Scheme, as approved or directed by the Central Government/ Regional Director or any other appropriate authority;
- 1.13 **“Transferee Company”** means Wipro Enterprises Private Limited, a company incorporated under the Companies Act, 1956, and having its Registered Office at Wipro House, No. 8, 7th Main, 80 Feet Road, Koramangala 1st Block, Bangalore, Karnataka 560034.;
- 1.14 **“Transferor Company”** means Wipro Personal and Home Care Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at Wipro House, 6th Floor, #8, 7th Main, 80 Feet Road, Koramangala 1st Block, Bangalore, Karnataka 560034;
- 1.15 **“Undertaking”** shall mean and include the whole of the Undertaking of the Transferor Company, as a going concern, including its business, all secured and unsecured debts, liabilities, duties and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased, licensed), all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, funds, licenses, registrations, marketing authorisation, copyrights, patents, trade names, trademarks marketing rights and other intellectual property rights and licenses in respect thereof, applications for copyrights, patents, trade names, trademarks, marketing intangibles, leases, licenses, tenancy rights, premises, hire purchase and lease arrangements, lending arrangements, benefits of security arrangements, computers installations, office equipment, telephones, telexes, facsimile connections, internet connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements including but not limited to contracts entered into with vendors, customers and service providers, powers, authorities, permits, allotments, approvals, consents, privileges, liberties, easements and all the right, title, interest, benefit and advantage, reserves, provisions, advances, receivables, deposits, funds, cash and cash equivalents, bank balances, accounts and all other rights, benefits of all agreements, subsidies, grants, tax exemptions, tax credits (including but not limited to credits in respect of income tax, sales tax, value added tax, goods and services tax, etc.), tax refunds, MAT credit entitlement, if any, accumulated losses, software license, etc., in connection/ relating to the Transferor Company and other claims and powers, of whatsoever nature and wheresoever situated belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, as on the Appointed Date.

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning ascribed to them under the Act and other applicable laws, rules, regulations, bye-laws, as the case may be or any statutory modification or re-enactment thereof from time to time.

2. SHARE CAPITAL

2.1 Transferee Company

The share capital of Transferee Company as at 30 June 2021, was as follows:

| Authorised Share Capital | Amount (₹) |
|--|-----------------------|
| 49,50,00,000 Equity Shares of ₹ 10/- each | 4,95,00,00,000 |
| 10,00,000 – 7% redeemable preference shares of ₹ 50 each | 5,00,00,000 |
| Total | 5,00,00,00,000 |
| Issued, Subscribed and Paid-up Share Capital | Amount (₹) |
| 48,36,62,163 Equity Shares of ₹ 10/- each fully paid up | 4,83,66,21,630 |

Subsequent to 30 June 2021, there is no change in the Shareholding of the Company

2.2 Transferor Company

The share capital of Transferor Company as at 30 June, 2021 was follows:

| Authorized Share Capital | Amount (₹) |
|--|-------------------|
| 1,50,00,000 Equity Shares of face value of ₹ 10/- each | 15,00,00,000 |
| Issued, Subscribed and Paid-Up Share Capital | Amount (₹) |
| 97,50,000 Equity Shares of face value of ₹ 10/- each | 9,75,00,000 |

Subsequent to 30 June, 2021, there is no change in the Shareholding of the Company

3. DATE OF TAKING EFFECT

Upon receipt of the certified copy of the order of the Regional Director or any other appropriate Authority approving the Scheme, shall take place with effect from the Appointed Date and shall be in accordance with Section 2(1B) of the Income-tax Act, 1961.

PART B

TRANSFER AND VESTING OF UNDERTAKING OF THE TRANSFEROR COMPANY INTO THE TRANSFEE COMPANY

4. TRANSFER AND VESTING OF UNDERTAKING

- 4.1. Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, the entire business and Undertaking of the Transferor Company, including all the debts, liabilities, losses, duties and obligations, including those arising on account of taxation laws and other allied laws, of the Transferor Company of every description and also including, without limitation, all the movable and immovable properties and assets (whether tangible or intangible) of the Transferor Company comprising, amongst others, all freehold land, leasehold land, building, plants, investments, motor vehicles, receivables, actionable claims, furniture and fixtures, computers, office equipment, electrical installations, generators, telephones, facsimile and other communication facilities and business licenses, permits, deposits, authorisations, approvals, insurance cover of every description, lease, tenancy rights, permissions, incentives, if any, and all other rights, patents, know-how, trademark, service mark, trade secret, brands, registrations, product licenses, marketing authorisations and other intellectual property rights and intangibles, proprietary rights, marketing rights, title, interest, contracts including but not limited to contracts entered into with customers, vendors and service providers, consents, approvals and rights and powers of every kind, nature and description, shall, under the provisions of Section 233 of the Companies Act, 2013, and pursuant to the order of the Central Government/ Regional Director or such other authority sanctioning this Scheme and without further act, instrument or deed, but subject to the charges affecting the same as on the Appointed Date, be transferred and/or deemed to be transferred to and vested in the Transferee Company, so as to become the properties, assets, rights, business and Undertaking of the Transferee Company.
- 4.2. Without prejudice to the generality of Clause 4.1 above, in respect of the assets of the Transferor Company, including cash and bank balances, as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery or otherwise, the same shall be so transferred by the Transferor Company to the Transferee Company, without requiring any deed or instrument of conveyance for the same and shall become the property of the Transferee Company as an integral part of the assets of the Transferee Company, with effect from the Appointed Date.

- 4.3. Without prejudice to the generality of Clause 4.1 above, with effect from the Appointed Date, all debts, liabilities, duties and obligations of the Transferor Company as on the Appointed Date and all other liabilities which may accrue or arise after the Appointed Date but which relate to the period on or up to the day of the Appointed Date, shall be the debts, liabilities, duties and obligations of the Transferee Company including any encumbrance on the assets of the Transferor Company or on any income earned from those assets.
- 4.4. With effect from the Appointed Date, all inter-party transactions between the Transferor Company and the Transferee Company shall be considered as intra-party transactions for all purposes from the Appointed Date.
- 4.5. Loans, advances 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), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall, ipso facto, stand discharged and come to an end and there shall be no liability in that behalf on any party and appropriate effect shall be given in the books of accounts and records of the Transferee Company.
- 4.6. All existing securities, mortgages, charges, liens or other encumbrances, if any, as on the Appointed Date and created by the Transferor Company after the Appointed Date, over the properties and other assets in the Undertaking transferred to the Transferee Company by virtue of this Scheme and in so far as such securities, mortgages, charges, liens or other encumbrances secure or relate to liabilities of the Transferor Company, the same shall, after the Appointed Date, continue to relate and attach to such assets or any part thereof to which they are related or attached prior to the Appointed Date and as are transferred to the Transferee Company, and such securities, mortgages, charges, liens or encumbrances shall not relate or attach to any other assets of the Transferee Company, provided however that no encumbrances shall have been created by the Transferor Company over its assets after the date of filing of the Scheme, without the prior written consent of the Board of Directors of the Transferee Company, except for those done in the normal course of business.
- 4.7. The existing encumbrances over the properties and other assets of the Transferee Company or any part thereof which relate to the liabilities and obligations of the Transferee Company prior to the Appointed Date shall continue to relate only to such assets and properties and shall not extend or attach to any of the assets and properties of the Transferor Company transferred to and vested in the Transferee Company by virtue of this Scheme. The Transferee Company shall not be liable to create additional charge or encumbrances on its properties for the liabilities and obligations of the Transferor Company as on the Appointed Date and taken over by the Transferee Company.
- 4.8. It is expressly provided that, save as herein provided, no other term or condition of the liabilities transferred to the Transferee Company is modified by virtue of this Scheme except to the extent that such amendment is required statutorily or by necessary implication.
- 4.9. With effect from the Appointed Date, all statutory licences, registrations, incentives, tax deferrals and benefits, tax holiday, tax credits, tax refunds, MAT credit entitlement, if any, subsidies, concessions, grants, rights, claims, leases, tenancy rights, liberties, permissions, approvals or consents to carry on the operations of the Transferor Company, special status and other benefits or privileges enjoyed or conferred upon or held or availed of by the Transferor Company and all rights and benefits that have accrued or which may accrue to the Transferor Company including the incentives, approvals, benefit, land and all the rights granted by Telangana State Industrial Infrastructure Corporation ("TSIIC") vide its order dated 26th February, 2018 and all other applicable orders in favour of the Transferor Company, whether before or after the Appointed Date shall stand vested in or transferred to the Transferee Company, pursuant to the Scheme, without any further act or deed and shall remain valid, effective and enforceable on the same terms and conditions and shall be appropriately mutated by the statutory authorities concerned in favour of the Transferee Company upon the vesting and transfer of the Undertaking of the Transferor Company pursuant to this Scheme.
- 4.10. The Transferee Company shall have powers to reopen/restate the financial statements filed with the Government Authority. The approval of the Central Government/ Regional Director to this Scheme, shall be sufficient for the purpose of effecting the reopening/ restating the financial statements under the Act.
- 4.11. The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, shall take place with effect from the Appointed Date and shall be in accordance with Section 2(1B) of the Income tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said section of the Income-tax Act, 1961 shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with section 2(1B) of the Income-tax Act, 1961. Such Modifications will however, not effect the Accounting Treatment prescribed in Clause 11 of Part D of this Scheme.

5. STAFF, WORKMEN & EMPLOYEES

- 5.1. On the Scheme becoming effective, all staff, workmen and employees of the Transferor Company in service on the Appointed Date shall be deemed to have become staff, workmen and employees of the Transferee Company with effect from the Appointed Date or the date of joining whichever is later, without any break or interruption in their service and on the basis of continuity of service, and the terms and conditions of their employment with the Transferee Company (i.e. cost-to-company basis, in monetary terms) shall not be less favourable than those applicable to them with reference to their employment with the Transferor Company on the Appointed Date.
- 5.2. It is expressly provided that, on the Scheme becoming effective, the provident fund, gratuity fund, superannuation fund or any other special fund or trusts and any other statutory as well as non-statutory employee benefits including leave encashment, medical insurance, pension fund etc, if any, created or existing for the benefit of the staff, workmen and employees of the Transferor Company shall become trusts/ funds of the Transferee Company for all purposes whatsoever in relation to the administration or operation of such fund or funds or in relation to the obligation to make contributions to the said fund or funds in accordance with the provisions thereof as per the terms provided in the respective trust deeds, if any, 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. It is clarified that, for the purpose of the said fund or funds, the services of the staff, workmen and employees of the Transferor Company will be treated as being continuous with the Transferee Company from the date of employment as reflected in the records of the Transferor Company.
- 5.3. The provident fund, gratuity fund, and superannuation fund dues, if any, of the employees of the Transferor Company, subject to the necessary approvals and permissions and at the discretion of the Transferee Company either be continued as a separate fund of the Transferee Company for the benefit of the employees or be transferred to and merged with the similar funds of the Transferee Company. The Transferee Company shall continue to make contributions into the provident fund accounts of employees maintained under the registration of the Transferor Company, till such time the accounts are transferred under the registration of the Transferee Company. The Transferee Company shall also continue to make contributions to the gratuity fund and superannuation fund maintained by the Transferor Company, till the date of completion of the transition.

6. LEGAL PROCEEDINGS

If any suit, appeal or other proceeding of whatever nature by or against the Transferor Company are pending, including those arising on account of taxation laws and other allied laws, the same shall not abate or be discontinued or in any way be prejudicially affected by reason of the arrangement by anything contained in this Scheme, but the said suit, appeal or other legal proceedings may 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 this Scheme had not been made.

7. CONTRACTS, DEEDS, ETC., AND POWER TO GIVE EFFECT TO THIS PART

- 7.1. Subject to the other provisions of this Scheme, all contracts, deeds, bonds, agreements, licences, permits, registrations, approvals and other instruments, if any, of whatsoever nature to which the Transferor Company is a party and subsisting or having effect on the Appointment Date, shall be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party thereto, notwithstanding the terms contained in such contracts, deeds, bonds, agreements, licences, permits, registrations, approvals and other instruments.
- 7.2. The Transferee Company shall enter into and/ or issue and/ or execute deeds, writings or confirmations or enter into any tripartite arrangements, confirmations or novation, to which the Transferor Company will, if necessary, also be party in order to give formal effect to the provisions of this Scheme, if so required. Further, the Transferee Company shall be deemed to be authorised to execute any such deeds, writings or confirmations on behalf of the Transferor Company and to implement or carry out all formalities required on the part of the Transferor Company to give effect to the provisions of this Scheme.
- 7.3. All cheques and other negotiable instruments and payment orders received in the name of the Transferor Company after the Appointed Date shall be accepted by the bankers of the Transferee Company and credited to the account of the Transferee Company. Similarly, the banker of the Transferee Company shall honour cheques issued by the Transferor Company for payment on or after the Appointed Date and presented after the Approval of Scheme by Regional Director.

8. TAXATION MATTERS

- 8.1 Upon the Scheme becoming effective, all taxes payable by the Transferor Company under the Income-tax Act, 1961, Sales tax, Goods and Services Tax or other applicable laws/ regulations dealing with taxes/ duties/ levies (hereinafter referred to as "Tax Laws") shall be transferred to the account of the Transferee Company, similarly all credits for tax deduction at source on income of the Transferor Company, or obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company if so made by the Transferor Company. Similarly, any advance tax payment required to be made for by the specified due dates in the Tax Laws shall also be deemed to have been made by the Transferee Company if so made by the Transferor Company. Further, the MAT paid by the Transferor Company under Section 115JB and/ or other provisions (as applicable) of the Income-tax Act, 1961, shall be deemed to have been paid on behalf of the Transferee Company, and the MAT credit (if any) of the Transferor Company as on or accruing after the Appointed Date shall stand transferred to the Transferee Company and such credit would be available for set-off against the tax liabilities of the Transferee Company. Any refunds under the Tax Laws due to the Transferor Company consequent to the assessments made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 8.2 All taxes of any nature, duties, cesses or any other like payments or deductions made by the Transferor Company or any of its agents to any statutory authorities such as income tax, sales tax, and Goods and Services Tax, or any tax deduction/ collection at source, tax credits under Tax Laws, relating to the period after the Appointed Date shall be deemed to have been on account of or paid by the Transferee Company, and the relevant authorities shall be bound to transfer to the account of and give credit for the same to the Transferee Company upon the Effective Date and upon relevant proof and documents being provided to the said authorities. The Transferee Company would be eligible to file revised/ consolidated statutory returns and other applicable reports, certificates etc. (including but not limited to the return under the Income-tax Act, 1961), on approval of this Scheme, notwithstanding the statutory due date under applicable laws.

PART C

CONSIDERATION FOR AMALGAMATION

9. CONSIDERATION FOR AMALGAMATION

The entire equity share capital of Transferor Company is held by the Transferee Company and its nominees. Upon this Scheme becoming effective, as the Transferor Company being a wholly owned subsidiary of the Transferee Company, there shall be no issue of shares by the Transferee Company. Further, upon this Scheme becoming effective, the investments in the equity shares of the Transferor Company, appearing in the books of account of the Transferee Company shall be cancelled without any further application, act, instrument or deed.

10. INCREASE IN AUTHORISED CAPITAL OF THE TRANSFEEE COMPANY

- 10.1. Upon the Scheme coming into effect, the authorised share capital of the Transferee Company in terms of its Memorandum of Association and Articles of Association shall automatically stand enhanced without any further act, instrument or deed on the part of the Transferee Company, and the Memorandum of Association and Articles of Association of the Transferee Company shall, without any further act, instrument or deed, be and stand altered, modified and amended, as provided in Clause 10.2, and the consent of the shareholders to the Scheme shall be deemed to be sufficient for the purpose of effecting this amendment, and no further resolution(s) under Section 13, Section 14, Section 61 or any other applicable provisions of the Companies Act, 2013, shall be required to be separately passed.

For this purpose, the filing fees and stamp duty already paid by the Transferor Company on its authorised share capital shall be utilised and applied to the increased share capital of the Transferee Company, and shall be deemed to have been so paid by the Transferee Company on such combined authorised share capital and, accordingly, the Transferee Company shall pay the differential fees/ stamp duty, if any, on the enhanced authorised share capital pursuant to the amalgamation after set-off the fee/stamp duty paid by the Transferor Company on its authorised capital prior to amalgamation.

- 10.2 Accordingly, in terms of this Scheme, the Authorised Share Capital of the Transferee Company shall stand enhanced to an amount of ₹ 5,15,00,00,000/- (Rupees Five Hundred and Fifteen Crore Only) divided into 51,00,00,000 equity shares of ₹ 10 each and 10,00,000 7% redeemable preference shares of ₹ 50 each, the capital Clause being Clause V of the Memorandum of Association of the Transferee Company shall stand substituted to read as follows:

"V. The authorized share capital of the Company is ₹ 5,15,00,00,000/- (Rupees Five Hundred and Fifteen Crore Only) divided into 51,00,00,000 equity shares of ₹ 10 each and 10,00,000 7% redeemable preference shares of ₹ 50 each"

PART D
**ACCOUNTING TREATMENT
IN THE BOOKS OF THE TRANSFEREE COMPANY**

11. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEREE COMPANY

Notwithstanding anything to the contrary contained in any other clause in the scheme, the transferee company shall give effect to the amalgamation in its books of accounts as per appendix C of Ind AS 103 (Business Combinations) of the Companies (Indian Accounting Standards) Rules, 2015 (Ind AS) notified under Section 133 of the Companies Act, 2013, and as may be amended from time to time and on the date determined in accordance with Ind AS.

12. TRANSACTIONS AFTER APPOINTED DATE

During the period from the Appointed Date:

- 12.1 The Transferor Company shall carry on and be deemed to have carried on 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 Undertaking for and on account of and in trust for the Transferee Company.
- 12.2 The Transferor Company shall carry on its business and activities in the ordinary course of business with reasonable diligence and business prudence.
- 12.3 All the profits or income accruing or arising to the Transferor Company or expenditure or losses incurred or arising to the Transferor Company, shall for all purposes be treated and deemed to be and accrue as the profits or income or expenditure or losses (as the case may be) of the Transferee Company.
- 12.4 The Transferee Company shall be entitled, pending the sanction of the Scheme, to apply to the Government Authorities concerned, as are necessary under any law for such consents, approvals and sanctions which the Transferee Company may require to carry on the business of the Transferor Company.
- 12.5 The Transferee Company shall carry on the operations under the licenses of Transferor Company, until such licenses are transferred to Transferee Company.
- 12.6 The Transferor Company shall carry on its business, operations or activities with reasonable diligence and business prudence and in the same manner as it had been doing hitherto and shall not venture into/ expand any new businesses, alienate, charge, mortgage, encumber or otherwise deal with the assets or any part thereof except in the ordinary course of business.
- 12.7 The Transferee Company and the Transferor Company shall also be entitled to make an application for amending, cancelling or obtaining fresh registrations, as the case may be, under all applicable laws and legislations. The Transferee Company and the Transferor Company would be entitled to make an application for amending licenses/ authorisations.

13. SAVING OF CONCLUDED TRANSACTIONS

Subject to the terms of this Scheme, the transfer and vesting of the Undertaking of the Transferor Company under Clause 4 of this Scheme shall not affect any transactions or proceedings already concluded by the Transferor Company on or before the Appointed Date or concluded after the Appointed Date till registration of the Scheme (both dates included), and intent that the Transferee Company accepts and adopts all acts, deeds and things made, done and executed by the Transferor Company as acts, deeds and things made, done and executed by or on behalf of the Transferee Company.

PART E

**DISSOLUTION OF THE TRANSFEROR COMPANY AND THE GENERAL TERMS AND CONDITIONS APPLICABLE
TO THIS SCHEME AND OTHER MATTERS CONSEQUENTIAL AND INTEGRALLY CONNECTED THERETO**

14. WINDING UP

On the Scheme becoming effective, the Transferor Company shall stand dissolved, without being wound-up.

15. CONDITIONALITY OF THE SCHEME

This Scheme is and shall be conditional upon and subject to:

- a) Approval by the Central Government/Regional Director.
- b) The certified copy of the order of the Central Government/ Regional Director sanctioning the Scheme is filed with the Registrar of Companies, Bangalore by the Transferor Company and the Transferee Company; and

c) Compliance with such other conditions as may be imposed by the Central Government/ Regional Director

16. APPLICATION TO THE CENTRAL GOVERNMENT/ REGIONAL DIRECTOR

The Transferee Company shall, with all reasonable despatch, make and file applications/petitions under Section 233 of the Act to the Central Government/ Regional Director, within whose jurisdiction the registered office of the Transferee Company is situated, for sanctioning the Scheme, and for dissolution of the Transferor Company without being wound-up.

17. VALIDITY OF EXISTING RESOLUTIONS, ETC

Upon the coming into effect of the Scheme, the resolutions of the Transferor Company as is considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company.

18. MODIFICATION OR AMENDMENTS TO THE SCHEME

The Transferee Company and the Transferor Company by their respective Board of Directors, or any person(s) or committee authorised/ appointed by them, may carry out or assent to any modifications/ amendments to the Scheme or to any conditions or limitations that the Central Government/ Regional Director and/ or any other Government Authority may deem fit to direct or impose or which may otherwise be considered necessary, desirable or appropriate by them (i.e., the Board of Directors or the person(s)/ committee). The Transferee Company and the Transferor Company by their respective Board of Directors or any person(s) or committee authorised or appointed by them, shall be authorised to take all such steps as may be necessary, desirable or proper to resolve any doubts, difficulties or questions whether by reason of any directive or orders of any Government Authority or otherwise howsoever arising out of or under or by virtue of the Scheme and/ or any matter concerned or connected therewith. The Transferee Company and the Transferor Company shall be at liberty to withdraw from this Scheme, in case of any condition or alteration imposed by the Central Government/ Regional Director or any other authority or any bank or financial institution is unacceptable to them or otherwise if so mutually agreed.

19. EFFECT OF NON-RECEIPT OF APPROVALS

In the event any of the approvals or conditions enumerated in the Scheme not being obtained or complied with, or for any other reason, the Scheme cannot be implemented, the Board of Directors shall by mutual agreement waive such conditions as they consider appropriate to give effect, as far as possible, to this Scheme and failing such mutual agreement, or in case the Scheme is not sanctioned by the Central Government/ Regional Director, the Scheme shall become null and void.

20. COSTS, CHARGES AND EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Transferor Company and the Transferee Company arising out of or incurred in connection with and implementing this Scheme and matters incidental thereto shall be borne by the Transferee Company.

21. MISCELLANEOUS

21.1 In case any doubt or difference or issue shall arise among the Transferor Company and the Transferee Company or any of their shareholders, creditors, employees and/ or persons entitled to or claiming any right to any shares in the Transferor Company or the Transferee Company, as to the construction of this Scheme or as to any account, valuation or apportionment to be taken or made in connection herewith or as to any other aspects contained in or relating to or arising out of this Scheme, the same shall be amicably settled between the Board of Directors of the Transferor Company and the Transferee Company and the decision arrived at therein shall be final and binding on all concerned. If any part of this Scheme hereof is invalid, ruled illegal by Central Government/ Regional Director or any other authority of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Transferor Company and the Transferee Company that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby, unless the deletion of such part shall cause this Scheme to become materially adverse to any party to the Scheme, in which case the parties to the Scheme shall attempt to bring about a modification in the Scheme, as will best preserve for the parties to the Scheme, the benefits and obligations of the Scheme.

21.2 The Transferee Company shall continue to operate the business of the Transferor Company, post the amalgamation, in a manner as may be determined by the Board.

FORM NO. CAA.10

[Pursuant to section 233(l)(c) and rule 25(2)]

DECLARATION OF SOLVENCY

1. (a) Corporate identity number (CIN) of company : U15141KA2010PTC054808
(b) Global location number (GLN) of company : NIL
2. (a) Name of the company : WIPRO ENTERPRISES PRIVATE LIMITED
(b) Address of the registered office of the company : Wipro House, No. 8, 7th Main, 80 Feet Road, Koramangala 1st Block , Bangalore Karnataka - 560034
(c) E-mail ID of the company : Chethan.yogesh@Wipro.com
3. (a) Whether the company is listed : Unlisted
(b) If listed, please specify the name(s) of the stock exchange(s) where listed : Not Applicable
 Yes
 No
4. Date of Board of Directors' resolution approving the scheme : August 12, 2021

DECLARATION OF SOLVENCY

We,

Vineet Agrawal S/o Late Vishwanath Agrawal Aged about 59 years and residing at Villa 73, Lane 3, Adarsh Palm Retreat, Outer Ring Road, Devarabisenahalli, Bellandur Post, Bangalore – 560103, Karnataka, India and

Pratik Kumar S/o Mr. Maheshwari Prasad Aged about 56 years and residing at 421/A Palm Meadows, 2nd Phase, Whitefield Road, Ramagondanahalli, Bangalore-560066, Karnataka, India

the Directors of **Wipro Enterprises Private Limited** do solemnly affirm and declare that we have made a full equity into the affairs of the company and have formed the opinion that the company is capable of meeting its liabilities as and when they fall due and that the company will not be rendered insolvent within a period of one year from the date of making this declaration.

We append an audited consolidated and standalone financials statements of Company as on March 31, 2021 being the latest date of making this declaration.

We further declare that, the company's audited annual accounts including the Balance Sheet have been filed up to March 31, 2020 with the Registrar of Companies, Karnataka, Bangalore.

Signed for and behalf of the Board of Directors

Date: August 26, 2021

Place: Bengaluru

| | |
|---------------|--|
| (1) Signature | sd/- |
| Name | Vineet Agrawal CEO-Wipro Consumer Care & Lighting Business & Executive Director |
| (2) Signature | sd/- |
| Name | Pratik Kumar CEO-Wipro Infrastructure Engineering Business & Executive Director |

LIABILITIES

| | Estimated to rank for payment (to the nearest rupee) |
|--|---|
| 1. Secured on specific assets | Nil |
| 2. Secured by floating charge(s) | Nil |
| 3. Estimated cost of liquidation and other expense including interest accruing until payment of debts in full. | Nil |
| 4. Unsecured creditors (amounts estimated to rank for payment) | |
| (a) Trade accounts | 11,208,098,090 |
| (b) Bills Payable | - |
| (c) Accrued expense | 618,179,872 |
| (d) Other liabilities | 22,592,855,228 |
| (e) Contingent liabilities | 2,030,000,000 |
| Total | 36,449,133,191 |
| Total estimated value of assets | 1,290,400 |
| Total liabilities | 364,491 |
| Estimated surplus after paying debts in full | 925,909 |

Date: August 26, 2021
Place: Bengaluru

(1) Signature
Name

sd/-
Vineet Agrawal
CEO-Wipro Consumer Care
& Lighting Business &
Executive Director

(2) Signature
Name

sd/-
Pratik Kumar
CEO-Wipro Infrastructure
Engineering Business &
Executive Director

ROUTE MAP TO THE VENUE OF ANNUAL GENERAL MEETING

