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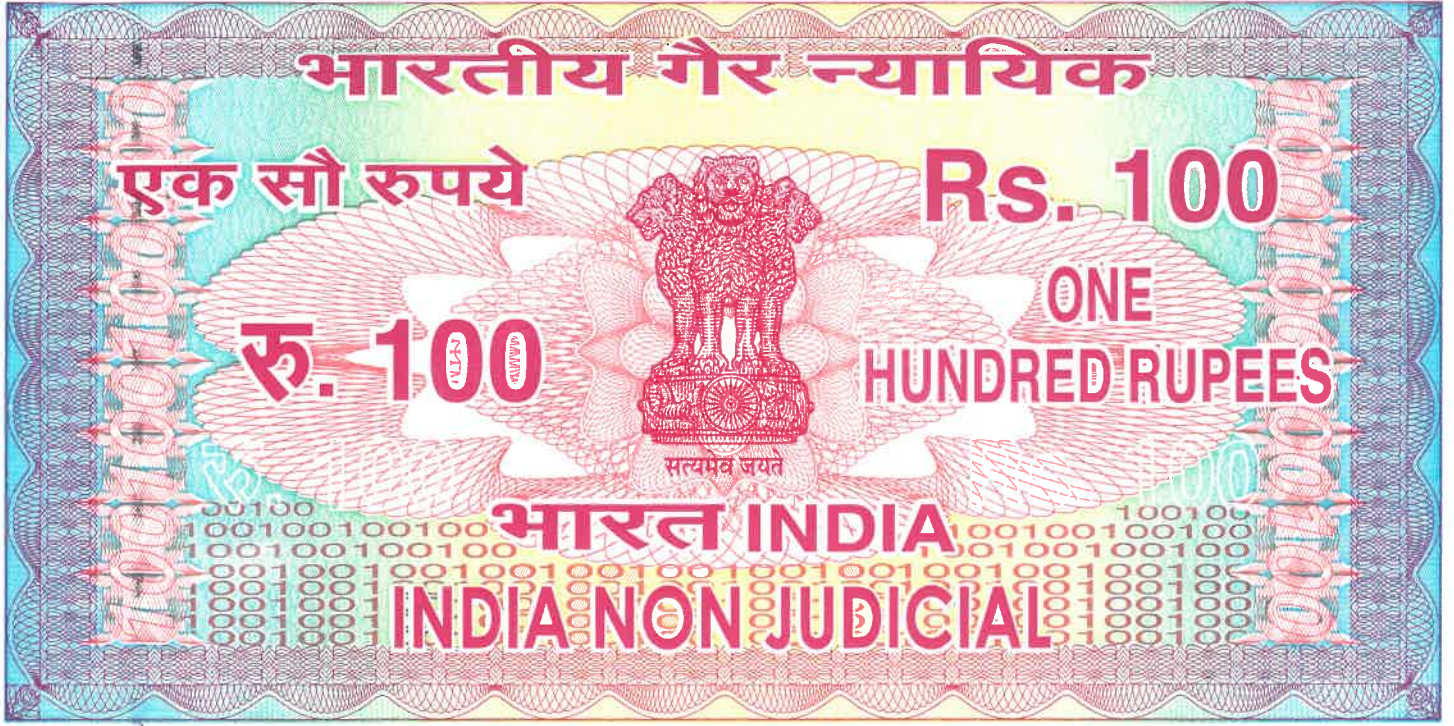
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Date: 30 OCT 2024, 11:30 AM
Purchased By:
P SRINIVASA RAO
S/o GUMPA SWAMY
R/o MADHAPUR, HYD
For Whom
SAI LIFE SCIENCES LIMITED, HYD

KANITHA
LICENSED STAMP VENDOR
Lic. No. 16-11-056/1996
Ren.No. 16-11-012/2023
H.No. 26/C, Vengalrao Nagar,
Hyderabad 500038
Ph 9247805805

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED NOVEMBER 26, 2024. ENTERED AMONGST SAI LIFE SCIENCES LIMITED, THE SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGERS.



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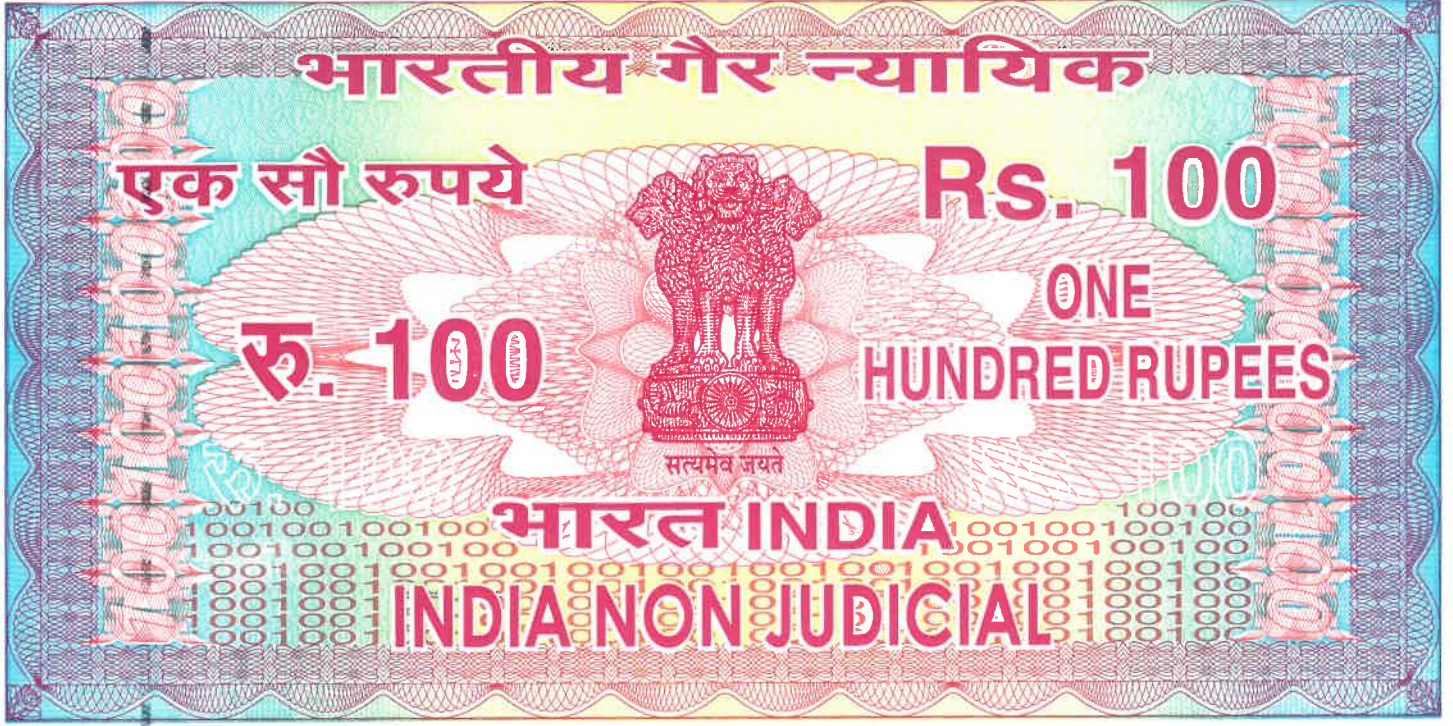
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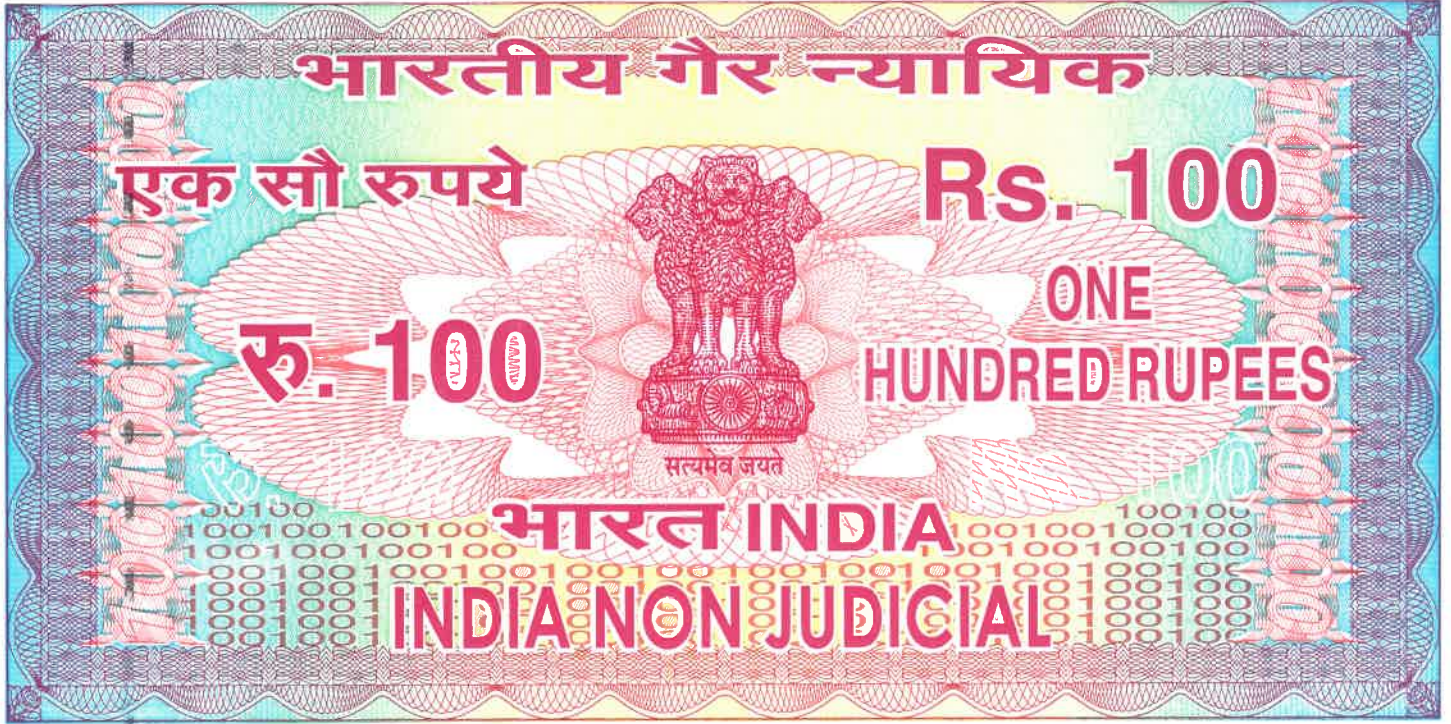
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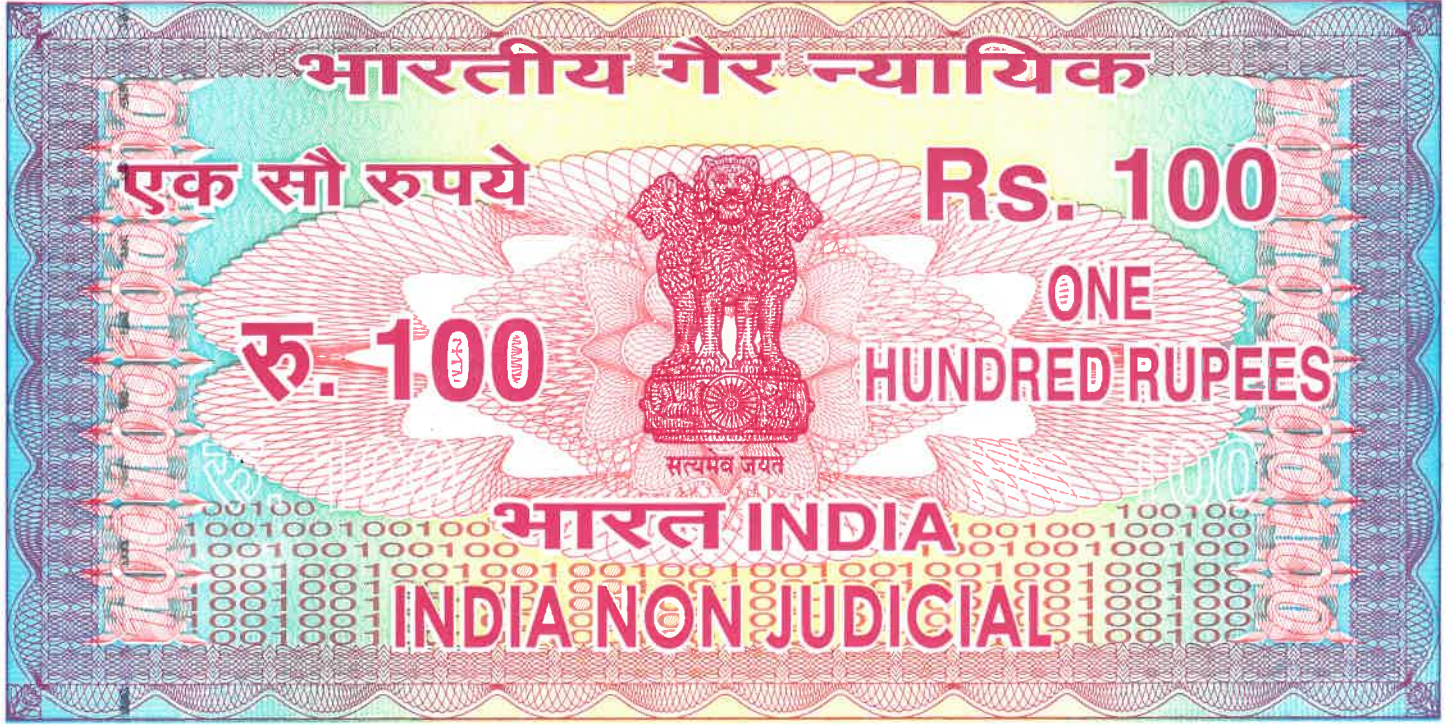
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Rs. 100

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ONE HUNDRED RUPEES



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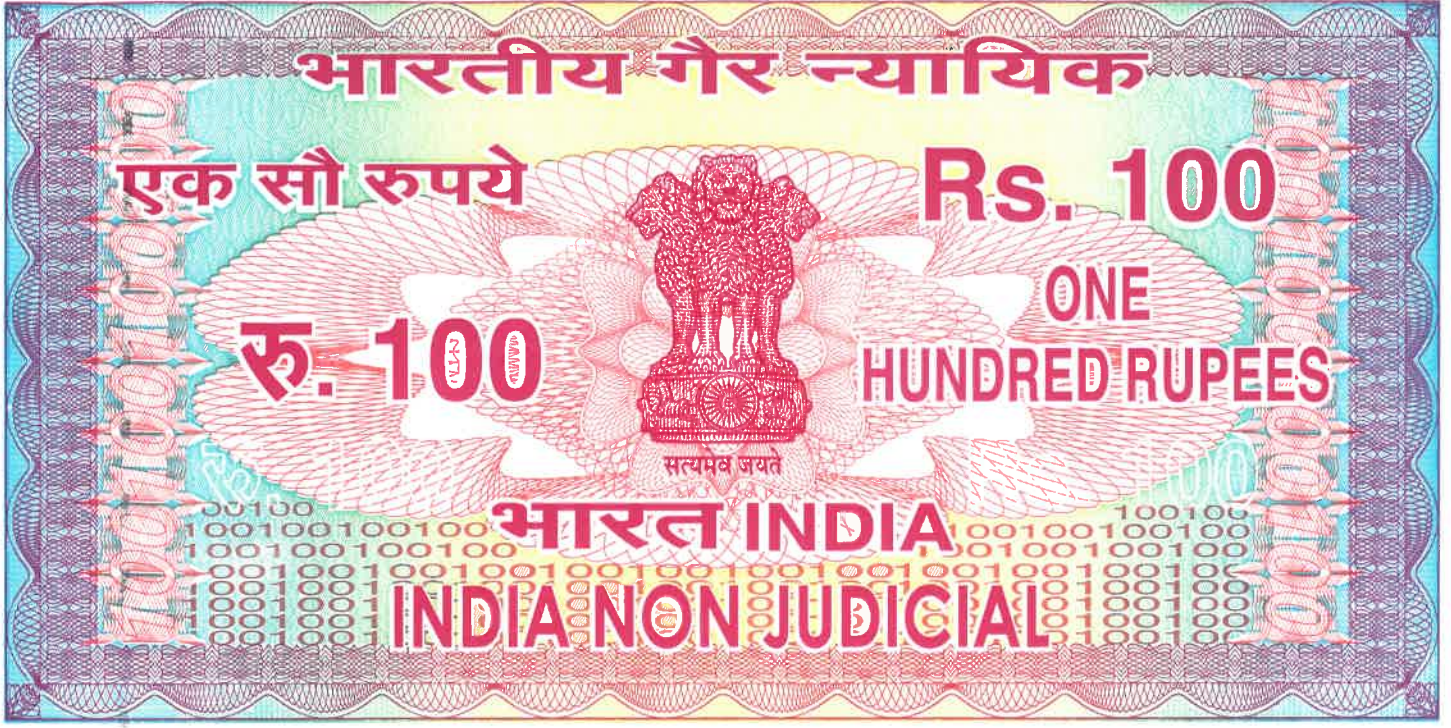
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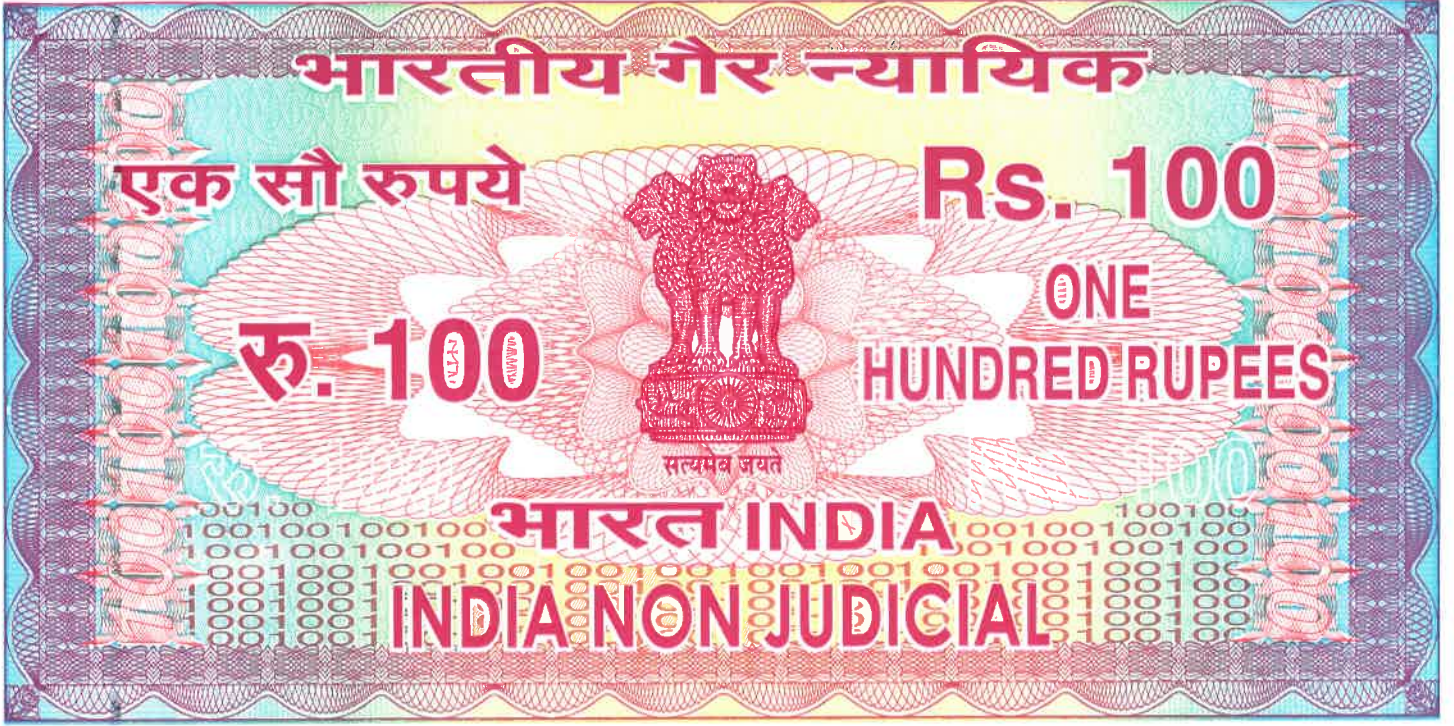
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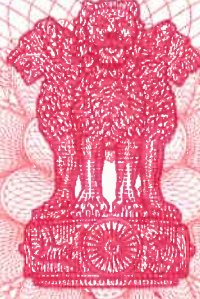


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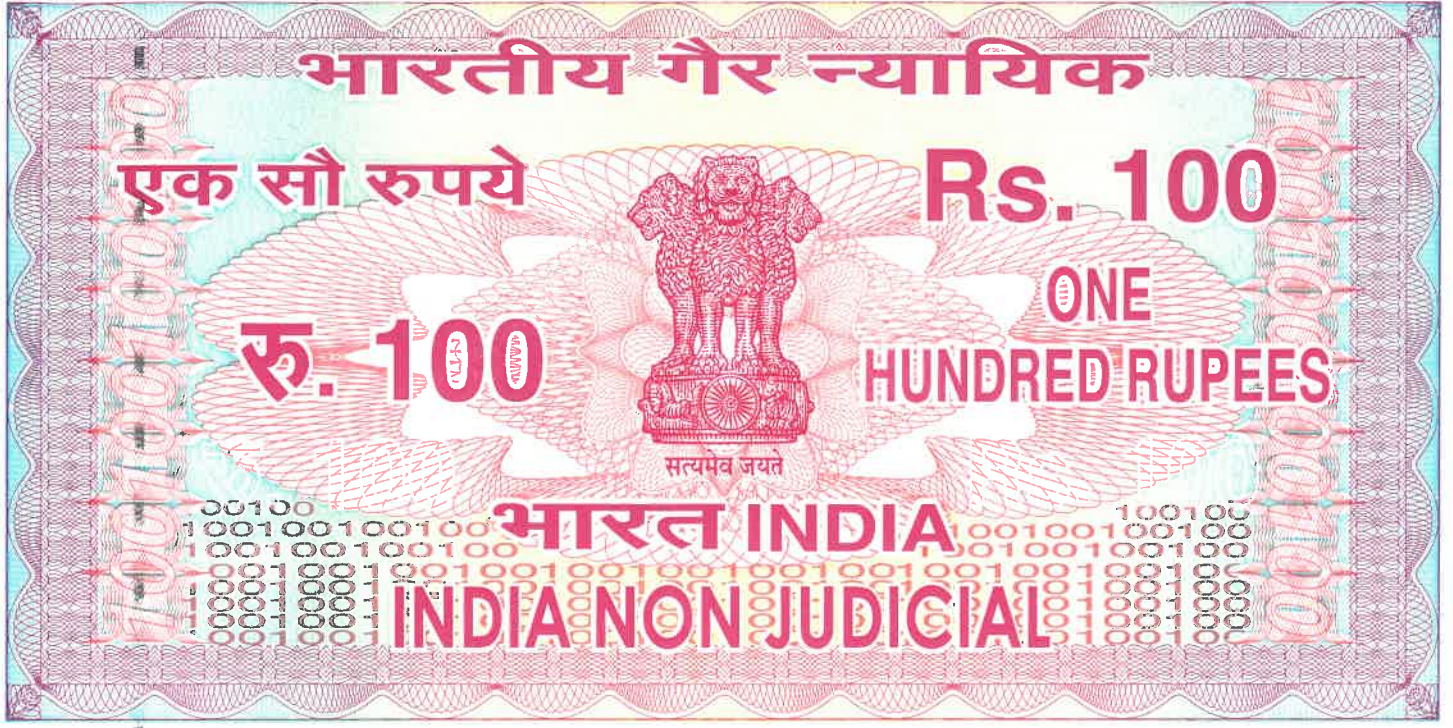
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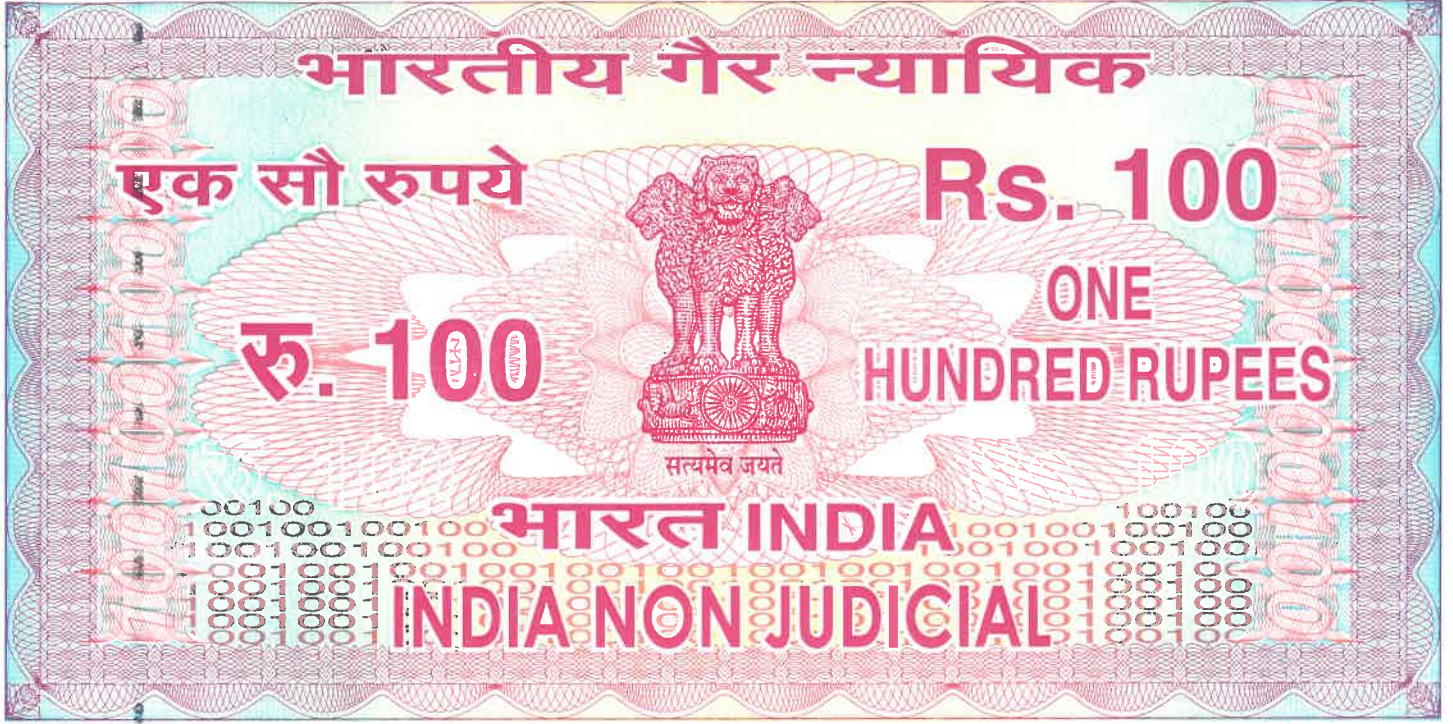
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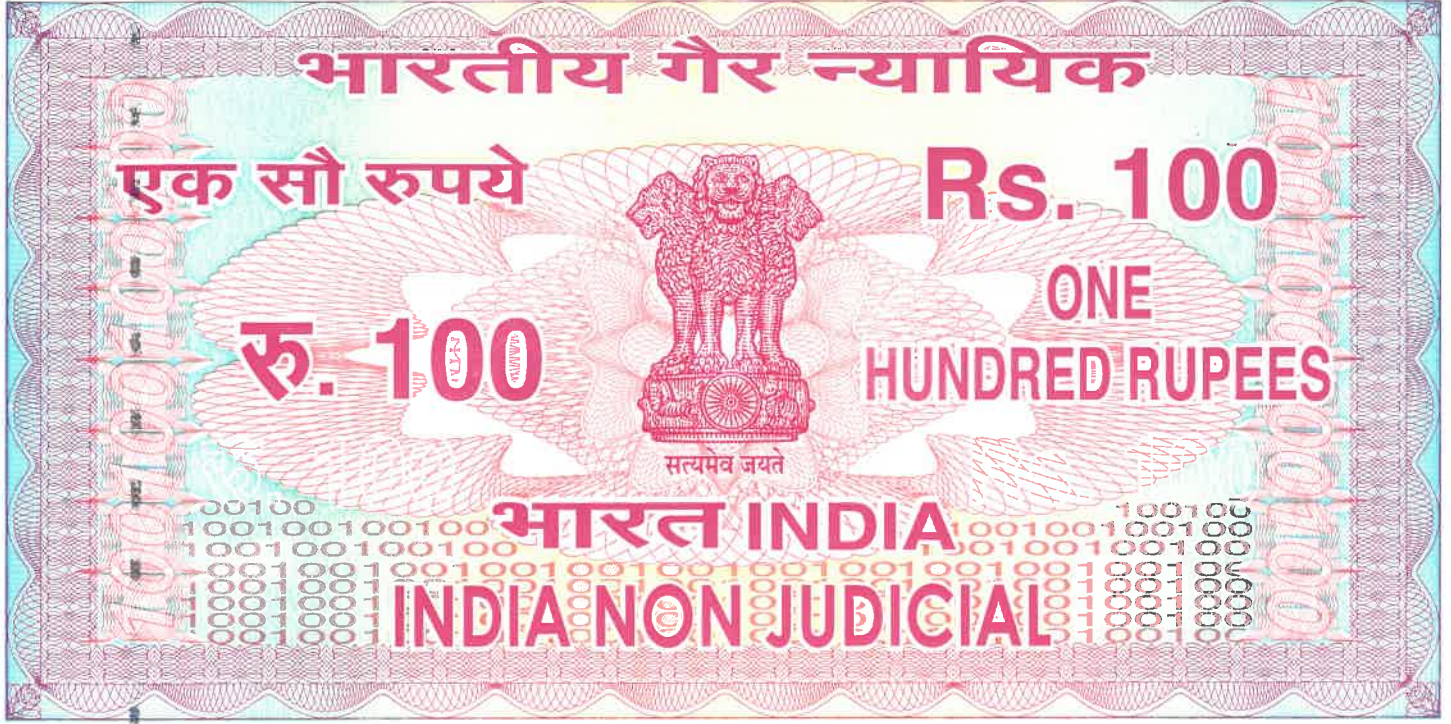
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AMENDMENT AGREEMENT DATED NOVEMBER 26, 2024

TO THE OFFER AGREEMENT DATED JULY 29, 2024

BY AND AMONG

SAI LIFE SCIENCES LIMITED

AND

PROMOTER SELLING SHAREHOLDER

AND

INVESTOR SELLING SHAREHOLDERS

AND

OTHER SELLING SHAREHOLDERS

AND

KOTAK MAHINDRA CAPITAL COMPANY LIMITED

AND

IIFL CAPITAL SERVICES LIMITED (*FORMERLY KNOWN AS IIFL SECURITIES LIMITED*)

AND

JEFFERIES INDIA PRIVATE LIMITED

AND

MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED

This amendment agreement to the offer agreement dated July 29, 2024 (“**Offer Agreement**”) is entered into at Mumbai, Maharashtra, India on November 26, 2024 (this “**Amendment Agreement**”), by and among:

- (1) **SAI LIFE SCIENCES LIMITED**, a company incorporated under the laws of India and having its registered office at Plot No. DS- 7, IKP Knowledge Park, Turcopole Village, Shameerpet Mandal, Medchal – Malkajgiri Dist, Hyderabad 500 078, Telangana, India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- (2) **SAI QUEST SYN PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at L.N’s Harmony Park, Flat No. 203, Plot No. 73 8-2-334/1/1, Road No. 5, Banjara Hills, Hyderabad 500 034, Telangana, India (hereinafter referred to as the “**Promoter Selling Shareholder**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- (3) **HBM PRIVATE EQUITY INDIA**, a company incorporated under the laws of Mauritius, and having its registered office at C/o Citco (Mauritius) Limited, Level 4, Tower A, 1 Exchange Square, Wall Street, Ebene 72201, Mauritius (hereinafter referred to as “**Investor Selling Shareholder 1**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- (4) **TPG ASIA VII SF PTE. LTD.**, a company incorporated under the laws of Republic of Singapore, and having its registered office at 83 Clemenceau Avenue, # 11-01 UE Square, Singapore 239920 (hereinafter referred to as “**Investor Selling Shareholder 2**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- (5) **THE INDIVIDUALS LISTED OUT IN ANNEXURE A** (hereinafter referred to as the “**Other Selling Shareholders**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their legal heirs, attorney holders, administrators, executors and permitted assigns);
- (6) **KOTAK MAHINDRA CAPITAL COMPANY LIMITED**, a company incorporated under the under the laws of India and having its registered office at 1st Floor, 27 BKC Plot No. C-27, ‘G’ Block Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter referred to as “**Kotak**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- (7) **IIFL CAPITAL SERVICES LIMITED (formerly known as IIFL Securities Limited)**, a company incorporated under the laws of India and having its registered office at IIFL House, Sun Infotech Park, Road No. 16V, Plot No. B-23, Thane Industrial Area, Wagle Estate, Thane 400 604 , Maharashtra, India and which is operating through its office at 24th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, Maharashtra, India, (hereinafter referred to as “**IIFL**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- (8) **JEFFERIES INDIA PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at Level 16, Express Towers, Nariman Point, Mumbai 400 021, Maharashtra, India (hereinafter referred to as “**Jefferies**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and

- (9) **MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at 18th floor, Tower 2, One World Center, 841 Jupiter Textile Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, Maharashtra, India ((hereinafter referred to as “**MS**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

In this Agreement,

- (i) Kotak, IIFL, Jefferies and MS are collectively referred to as the “**Book Running Lead Managers**” or “**BRLMs**”, and individually as a “**BRLM**” or “**Book Running Lead Manager**”;
- (ii) Investor Selling Shareholder 1 and Investor Selling Shareholder 2 are collectively referred to as the “**Investor Selling Shareholders**” and individually as a “**Investor Selling Shareholder**”;
- (iii) Other Selling shareholders are collectively referred to as “**Other Selling Shareholders**” and individually as an “**Other Selling Shareholder**”;
- (iv) The Promoter Selling Shareholder, Investor Selling Shareholders and Other Selling Shareholders are collectively referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”; and
- (v) The Company, the Selling Shareholders and the BRLMs are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (A) The Company and the Selling Shareholders propose to undertake an initial public offering of the equity shares of the Company bearing face value ₹ 1 each (“**Equity Shares**”) comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 9,500 million (“**Fresh Issue**”) and an offer for sale of up to 38,116,934 Equity Shares by the Selling Shareholders (“**Offer for Sale**” and together with Fresh Issue, “**Offer**”), in accordance with the Companies Act (*as defined herein*), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Laws (*as defined herein*), at such price as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations by the Company in consultation with the Book Running Lead Managers (*as defined below*) to the Offer (“**Offer Price**”, and such offering, “**Offer**”). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations, (ii) in the United States only to “qualified institutional buyers” as defined in Rule 144A (“**Rule 144A**”) under the U.S. Securities Act, 1933 (the “**U.S. Securities Act**”) pursuant to Rule 144A or another available exemption from the registration requirements thereunder, and (iii) in “offshore transactions” as defined in, and in reliance on, Regulation S (“**Regulation S**”) under the U.S. Securities Act, and any other regulations applicable in each country where such offer is made and in each case, in compliance with the applicable laws of the jurisdictions where offers and sales are made. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (*as defined below*) by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.
- (B) The board of directors of the Company (“**Board of Directors**” or “**Directors**” or “**Board**”) pursuant to resolutions dated July 4, 2024 and November 12, 2024, has approved and authorized the Offer. Further, the shareholders of the Company pursuant to their resolutions

dated July 4, 2024 and November 14, 2024, in accordance with Section 62(1)(c) of the Companies Act have approved and authorised the Fresh Issue.

- (C) Each of the Selling Shareholders, severally and not jointly, not jointly and severally have consented to participate in the Offer for Sale pursuant to their respective consent letters, and have approved and authorized, as applicable, the Offer for Sale of their respective Equity Shares ("**Offered Shares**"), pursuant to their respective board/ committee resolutions, as applicable, details of which are set out in **Annexure A**. The Board and/or IPO Committee have taken on record the consent for the Offer for Sale by the Selling Shareholders pursuant to its resolutions dated July 10, 2024, July 12, 2024 and November 26, 2024.
- (D) The Company and the Selling Shareholders have appointed Kotak, IIFL, MS and Jefferies as the Book Running Lead Managers to manage the Offer as the book running lead managers, on an exclusive basis. Each of the BRLMs has accepted the engagement for the agreed fees and expenses payable to them in terms of fee letter dated July 29, 2024 ("**Fee Letter**"), to manage the Offer, subject to the terms and conditions set forth therein.
- (E) In connection with the Offer and pursuant to the SEBI ICDR Regulations, the Company had entered into an Offer Agreement with the Selling Shareholders and BRLMs to record certain terms and conditions in connection with the Offer ("**Offer Agreement**").
- (F) The Company has filed the Draft Red Herring Prospectus dated July 29, 2024 ("**DRHP**") with the Securities and Exchange Board of India (the "**SEBI**"), and National Stock Exchange of India Limited ("**NSE**") and BSE Limited ("**BSE**, together with NSE, the "**Stock Exchanges**") in accordance with the SEBI ICDR Regulations. SEBI has reviewed and commented on the DRHP and has through its letters dated August 20, 2024 and October 31, 2024 issued its interim and final observations, respectively (the "**SEBI Observations**"). After incorporating the comments and observations of the SEBI and Stock Exchanges, the Company proposes to file the red herring prospectus ("**RHP**") with the Registrar of Companies, Telangana at Hyderabad ("**RoC**"), the Stock Exchanges and SEBI, and thereafter will file the prospectus ("**Prospectus**") in relation to the Offer with the RoC in accordance with the Companies Act (*as defined below*) and the SEBI ICDR Regulations. In addition, the Company has received in-principle approvals from BSE and NSE, each dated September 12, 2024, for listing of the Equity Shares.
- (G) Bhupathi Raju Atchuta Ramakrishna Raju, Alluri Srinivasa Raju and Srinivasa Rao Karra, who had earlier consented to participate in the Offer as selling shareholders and had signed and executed the Offer Agreement, have by way their letters each dated November 23, 2024, informed the Company, the Selling Shareholders and the BRLMs about their intention to withdraw from participating in the offer for sale and terminate the Offer Agreement and Fee Letter with respect to themselves ("**Termination Letters**"). Further, certain Selling Shareholders have informed the Company and BRLMs about reduction of their respective portion of the Offered Shares, as listed out in **Annexure B** of the Offer Agreement as per the revised details as set out in **Annexure A** of this Agreement.
- (H) The Board/IPO Committee has, by way of its resolution dated November 26, 2024, taken on record (i) the Termination Letters; and (ii) the intention to participate in the Offer for Sale and the number of Equity Shares offered by each of the Selling Shareholders, who have, severally and not jointly, authorised their participation in the Offer for Sale pursuant to their respective consent letters and resolutions, as applicable, details of which are set out in **Annexure A**.
- (I) Further, pursuant to the SEBI Observations, certain modifications to the Offer Agreement have been agreed to by the Parties to comply with the observations of SEBI.

- (J) The Offer Agreement is also required to be amended in line with the changes to the Offer size and pursuant to the SEBI Observations.
- (K) Accordingly, the Parties are desirous of amending certain provisions of the Offer Agreement to reflect this change pursuant to this Amendment Agreement.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Offer Agreement or the Offer Documents (as defined under the Offer Agreement), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail, to the extent of any such inconsistency or discrepancy.
- 1.2 Rules of interpretation set out in Clause 1.2 of the Offer Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement, *mutatis mutandis*.
- 1.3 In case of conflict between the provisions of this Amendment Agreement and the Offer Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.
- 1.4 Unless the context otherwise requires, any reference to the Offer Agreement shall be construed to mean the Offer Agreement as amended by this Amendment Agreement and this Amendment Agreement shall constitute a part of and shall be read together with the Offer Agreement and shall constitute the entire understanding between the Parties.

2. EFFECTIVENESS

This Amendment Agreement shall come into effect from the date of this Amendment Agreement.

3. AMENDMENTS TO THE OFFER AGREEMENT

- 3.1 The parties agree that the Recital (A) of the Offer Agreement stands deleted in its entirety and shall be replaced with the following:

*“(A) The Company and the Selling Shareholders propose to undertake an initial public offering of the equity shares of the Company bearing face value ₹ 1 each (“**Equity Shares**”) comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 9,500 million (“**Fresh Issue**”) and an offer for sale of up to 38,116,934 Equity Shares by the Selling Shareholders (“**Offer for Sale**” and together with Fresh Issue, “**Offer**”), in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Laws (as defined herein), at such price as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations by the Company in consultation with the Book Running Lead Managers (as defined below) to the Offer (“**Offer Price**”, and such offering, “**Offer**”). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations, (ii) in the United States only to “qualified institutional buyers” as defined in Rule 144A (“**Rule 144A**”) under the U.S. Securities Act, 1933 (the “**U.S. Securities Act**”) pursuant to Rule 144A or another available exemption from the registration requirements thereunder, and (iii) in “offshore transactions” as defined in, and in reliance on, Regulation S (“**Regulation S**”)*

under the U.S. Securities Act, and any other regulations applicable in each country where such offer is made and in each case, in compliance with the applicable laws of the jurisdictions where offers and sales are made. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (as defined below) by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.”

3.2 **Annexure B** to the Offer Agreement shall be replaced with the **Annexure A** to this Amendment Agreement.

3.3 The Parties agree that the existing Clause 19.1 of the Offer Agreement shall be replaced in its entirety with the following:

3.4 *“19.1 Other than (a) audit fees not attributable to the Offer, listing fees and expenses for any product or corporate advertisements, consistent with past practice of the Company (other than the expenses relating to the Offer), which will be borne by the Company, and (b) fees and expenses in relation to the legal counsel to the Selling Shareholders, which shall be borne by the respective Selling Shareholders, all costs, charges, fees and expenses associated with and incurred in connection with the Offer, including Offer advertising, printing, road show expenses, accommodation and travel expenses, stamp, transfer, issuance, documentary, registration, costs for execution and enforcement of this Agreement, Registrar’s fees, fees to be paid to the BRLMs, fees and expenses of legal counsel to the Company and the BRLMs, fees and expenses of the auditors, fees to be paid to Sponsor Banks, SCSBs (processing fees and selling commission), brokerage for Syndicate Members, commission to Registered Brokers, Collecting DPs and RTAs, and payments to consultants, and advisors, shall be shared among the Company and each of the Selling Shareholders in proportion to the number of Equity Shares issued and Allotted by the Company through the Fresh Issue and sold by each of the Selling Shareholders through the Offer for Sale. All such payments shall be made by the Company on behalf of the Selling Shareholders and the Selling Shareholders agree that they shall, severally and not jointly, reimburse the Company in proportion to their respective proportion of the Offered Shares, for any expenses incurred by the Company on behalf of such Selling Shareholder in accordance with Applicable Law. The Company shall provide to each of the Selling Shareholders, a certificate from a reputed chartered accountant, determining the portion of expenses allocated to each Selling Shareholder. The fees of the BRLMs shall be paid directly from the public offer account(s) where the proceeds of the Offer have been received, and immediately upon receipt of final listing and trading approvals from the Stock Exchanges, in the manner as may be set out in the escrow and sponsor bank agreement. It is further clarified that all payments shall be made first by the Company and that each of the Selling Shareholders shall, severally and not jointly, reimburse the Company for respective proportion of the expenses. Further, the Selling Shareholders will not bear any costs and expenses associated with any further issue of Equity Shares by the Company including by way of private placement of Equity Shares, post filing of the Draft Red Herring Prospectus with SEBI and prior to registering of the Red Herring Prospectus with the Registrar of Companies, and such costs shall be borne solely by the Company. Further, in the event that the Offer is postponed, withdrawn or abandoned for any reason or in the event that the Offer is not successfully completed, all expenses in relation to the Offer including the fees of the BRLMs and legal counsels and their respective reimbursement for expenses which may have accrued up to the date of such postponement, withdrawal, abandonment or failure as set out in their respective engagement letters/ this Agreement, shall be borne, by the Company and each of the Selling Shareholders in proportion to the number of Equity Shares proposed to be issued and Allotted by the Company through the Fresh Issue and sold by each of the Selling Shareholders through the Offer for Sale, respectively.”*

4. TERMINATION OF THE OFFER AGREEMENT

- 4.1 Pursuant to Clause 21 of the Offer Agreement, the Offer Agreement and Fee Letter are hereby terminated in respect of Bhupathi Raju Atchuta Ramakrishna Raju, Alluri Srinivasa Raju and Srinivasa Rao Karra, by way of the Termination Letters and this Amendment Agreement. The Parties to the Offer Agreement hereby waive the notice requirement under Clause 21 of the Offer Agreement in respect of such termination.

5. MISCELLANEOUS

- 5.1 Parties to this Amendment Agreement represent that they have taken all applicable corporate action to authorize the execution and consummation of the Amendment Agreement or have the requisite and proper authorization to execute this Amendment Agreement, as applicable. They undertake to furnish satisfactory evidence of the same upon request. Further, this Amendment Agreement constitutes a valid and legal binding agreement with respect to matters stated herein.
- 5.2 The provisions of Clause 14 (*Arbitration*), Clause 16 (*Governing Law and Jurisdiction*), Clause 18 (*Indemnity and Contribution*) and Clause 22.6 (*Notice*) of the Offer Agreement shall apply *mutatis mutandis* to this Amendment Agreement.
- 5.3 This Amendment Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.
- 5.4 This Agreement may be executed by delivery of a portable document format (“**PDF**”) copy of an executed signature page with the same force and effect as the delivery of an executed signature page. In the event any of the Parties delivers signature page in PDF, such Party shall deliver an executed signature page, in original, within seven Working Days of delivering such PDF copy or at any time thereafter upon request; provided, however, that the failure to deliver any such executed signature page in original shall not affect the validity of the signature page delivered in PDF format or that of the execution of this Agreement.
- 5.5 The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement. The Parties agree that this Amendment Agreement shall be deemed to form an integral part of the Offer Agreement. Unless the context otherwise requires, any reference to the Offer Agreement shall be construed to mean the Offer Agreement as amended by this Amendment Agreement. The Offer Agreement read along with this Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Offer Agreement and all terms and conditions of the Offer Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement.
- 5.6 All references to the Offer Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Offer Agreement, as amended by this Amendment Agreement.
- 5.7 If any provision or any portion of a provision of this Amendment Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Amendment Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision, or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties shall use their best efforts to negotiate and implement a substitute provision which is valid and

enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.

- 5.8 Execution of this Amendment Agreement shall be without prejudice to any accrued rights and obligations of the Parties under the Offer Agreement, prior to the execution of this Amendment Agreement. For the avoidance of doubt, any accrued rights and obligations of the Parties under the Offer Agreement, prior to amendment under this Amendment Agreement shall survive any amendment pursuant to this Amendment Agreement, and shall continue to bind the respective Parties unless expressly waived in writing by such Party.
- 5.9 No modification, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties thereto.

[Signature pages to follow]

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement, entered into by and among the Company, the Selling Shareholders and the BRLMs in relation to the initial public offering by Sai Life Sciences Limited

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories as of the day and year first above written.

Signed for and on behalf of **SAI LIFE SCIENCES LIMITED**



Authorized Signatory

Name: Sivaramakrishnan Chittor

Designation: - CFO

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement, entered into by and among the Company, the Selling Shareholders and the BRLMs in relation to the initial public offering by Sai Life Sciences Limited

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories as of the day and year first above written.

Signed for and on behalf of **SAI QUEST SYN PRIVATE LIMITED**



Authorized Signatory

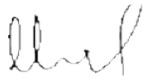
Name: Kanumuri Mytreyi

Designation: Director

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement, entered into by and among the Company, the Selling Shareholders and the BRLMs in relation to the initial public offering by Sai Life Sciences Limited

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories as of the day and year first above written.

Signed for and on behalf of **HBM PRIVATE EQUITY INDIA**



Authorized Signatory

Name: Fawaaz Hisaund

Designation: Director

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement, entered into by and among the Company, the Selling Shareholders and the BRLMs in relation to the initial public offering by Sai Life Sciences Limited

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories as of the day and year first above written.

Signed for and on behalf of **TPG ASIA VII SF PTE. LTD.**



Authorized Signatory

Name: Dominic Picone

Designation: Director

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement, entered into by and among the Company, the Selling Shareholders and the BRLMs in relation to the initial public offering by Sai Life Sciences Limited

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories as of the day and year written above.

Signed for and on behalf of **THE OTHER SELLING SHAREHOLDERS**



Authorized Signatory

Name: Sivaramakrishnan Chittor



Authorized Signatory

Name: Runa Karan

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement, entered into by and among the Company, the Selling Shareholders and the BRLMs in relation to the initial public offering by Sai Life Sciences Limited

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories as of the day and year first above written.

Signed for and on behalf of **KOTAK MAHINDRA CAPITAL COMPANY LIMITED**

Authorized Signatory

Name: Gesu Kaushal

Designation: Managing Director - ECF

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement, entered into by and among the Company, the Selling Shareholders and the BRLMs in relation to the initial public offering by Sai Life Sciences Limited

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories as of the day and year first above written.

Signed for and on behalf of **IIFL CAPITAL SERVICES LIMITED (FORMERLY KNOWN AS IIFL SECURITIES LIMITED)**

The image shows a handwritten signature in blue ink, which appears to be 'Yogesh Malpani'. To the right of the signature is a circular blue stamp. The stamp contains the text 'IIFL Capital Services Limited' around the perimeter and 'Malpani' in the center, with a small star at the bottom.

Authorized Signatory

Name: Yogesh Malpani

Designation: Assistant Vice President

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement, entered into by and among the Company, the Selling Shareholders and the BRLMs in relation to the initial public offering by Sai Life Sciences Limited

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories as of the day and year first above written.

Signed for and on behalf of **JEFFERIES INDIA PRIVATE LIMITED**



Authorized Signatory

Name: Jibi Jacob

Designation: Managing Director, Head of India Equity Capital Markets

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement, entered into by and among the Company, the Selling Shareholders and the BRLMs in relation to the initial public offering by Sai Life Sciences Limited

IN WITNESS WHEREOF, this Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories as of the day and year first above written.

Signed for and on behalf of **MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED**

A handwritten signature in black ink is written over a blue circular stamp. The stamp contains the text "MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED" around the perimeter and "Mumbai" in the center, with a small star at the bottom.

Authorized Signatory

Name: Sachin Wagle

Designation: Managing Director

ANNEXURE A**Details of Investor Selling Shareholders and Other Selling Shareholders**

S. NO.	NAME OF THE SELLING SHAREHOLDER	DATE OF THE CORPORATE ACTION/ BOARD RESOLUTION	DATE OF THE CONSENT LETTER	NUMBER OF OFFERED SHARES
INVESTOR SELLING SHAREHOLDERS				
1.	HBM Private Equity India	July 5, 2024 and November 25, 2024	July 12, 2024 and November 26, 2024	6,210,186
2.	TPG Asia VII SF Pte Ltd	July 4, 2024	July 11, 2024 and November 26, 2024	23,159,368
OTHER SELLING SHAREHOLDERS				
1.	Bharathi Srivari	NA	July 9, 2024	650,000
2.	Anita Rudraraju Nandyala	NA	July 10, 2024	500,000
3.	Raju Penmasta	NA	July 9, 2024	500,000
4.	Dr. Dirk Walter Sartor	NA	July 9, 2024	250,000
5.	Jagdish Viswanath Dore	NA	July 7, 2024 and November 23, 2024	245,100
6.	Rajagopal Srirama Tatta	NA	July 7, 2024 and November 23, 2024	62,500
7.	K Pandu Ranga Raju	NA	July 7, 2024	80,000
8.	Venkata Narasimha Sastry Renduchintala	NA	July 7, 2024	5,000