

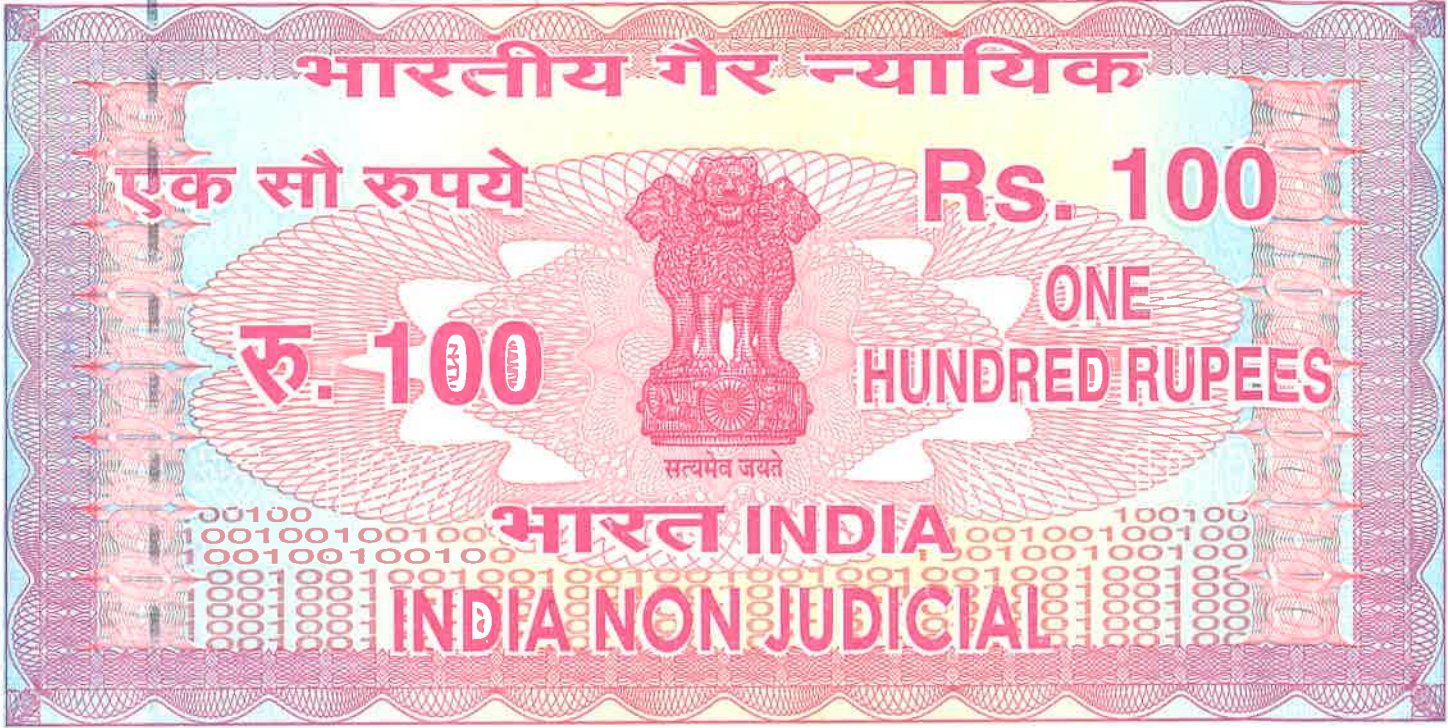
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Purchased By:
P SRINIVASA RAO
S/o GUMPA SWAMY
R/o MADHAPUR, HYD
For Whom
SAI LIFE SCIENCES LIMITED, HYDERABAD

 AL 988821

MOHD ABDUL RAWOOF
LICENSED STAMP VENDOR
Lic. No. 16-04-013/2016
Ren.No. 16-04-022/2022
H.No.8-4-369/748/B, NIT Puram
Colony, Site Iii, Borabanda,
Hyderabad
Ph 9948287671

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT DATED JULY 10, 2024 ENTERED INTO BY AND AMONG SAI LIFE SCIENCES LIMITED, THE SELLING SHAREHOLDERS AND KFIN TECHNOLOGIES LIMITED.



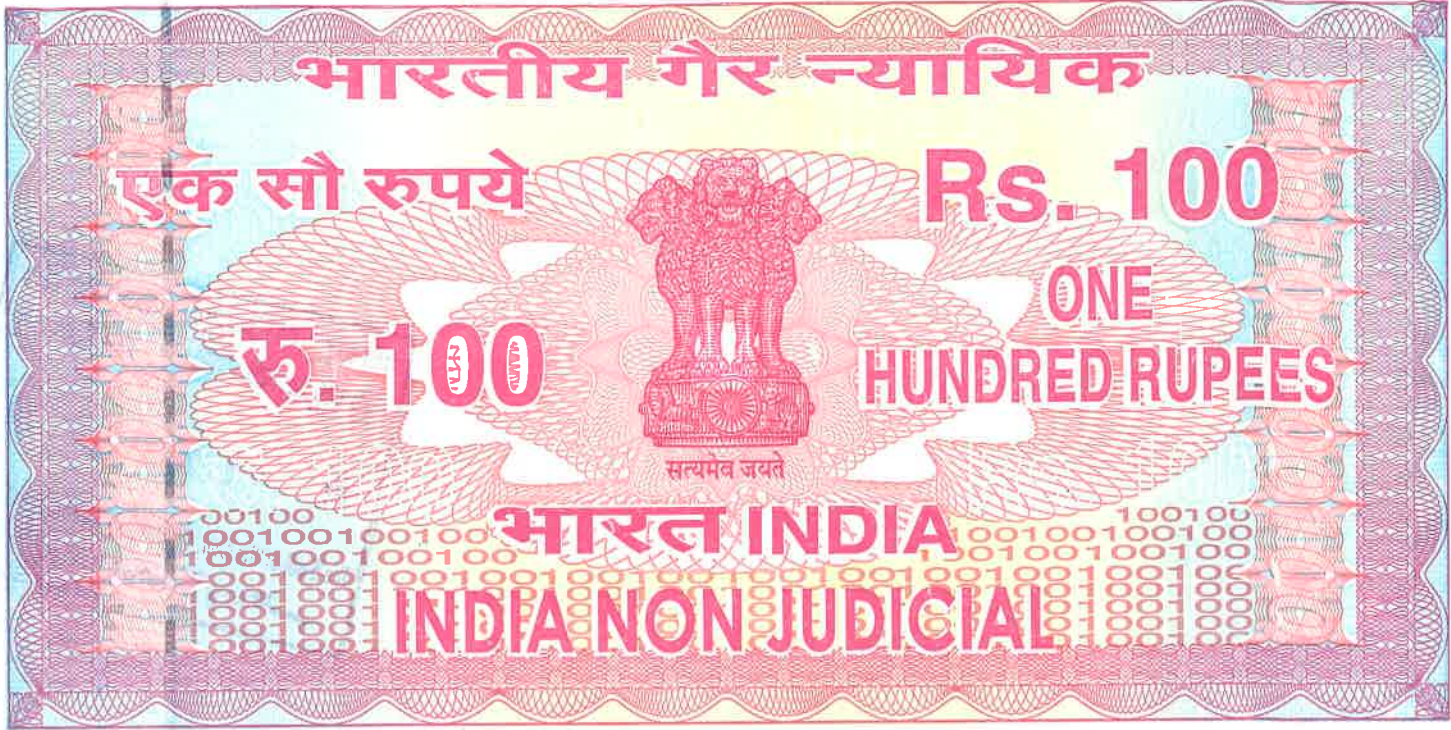
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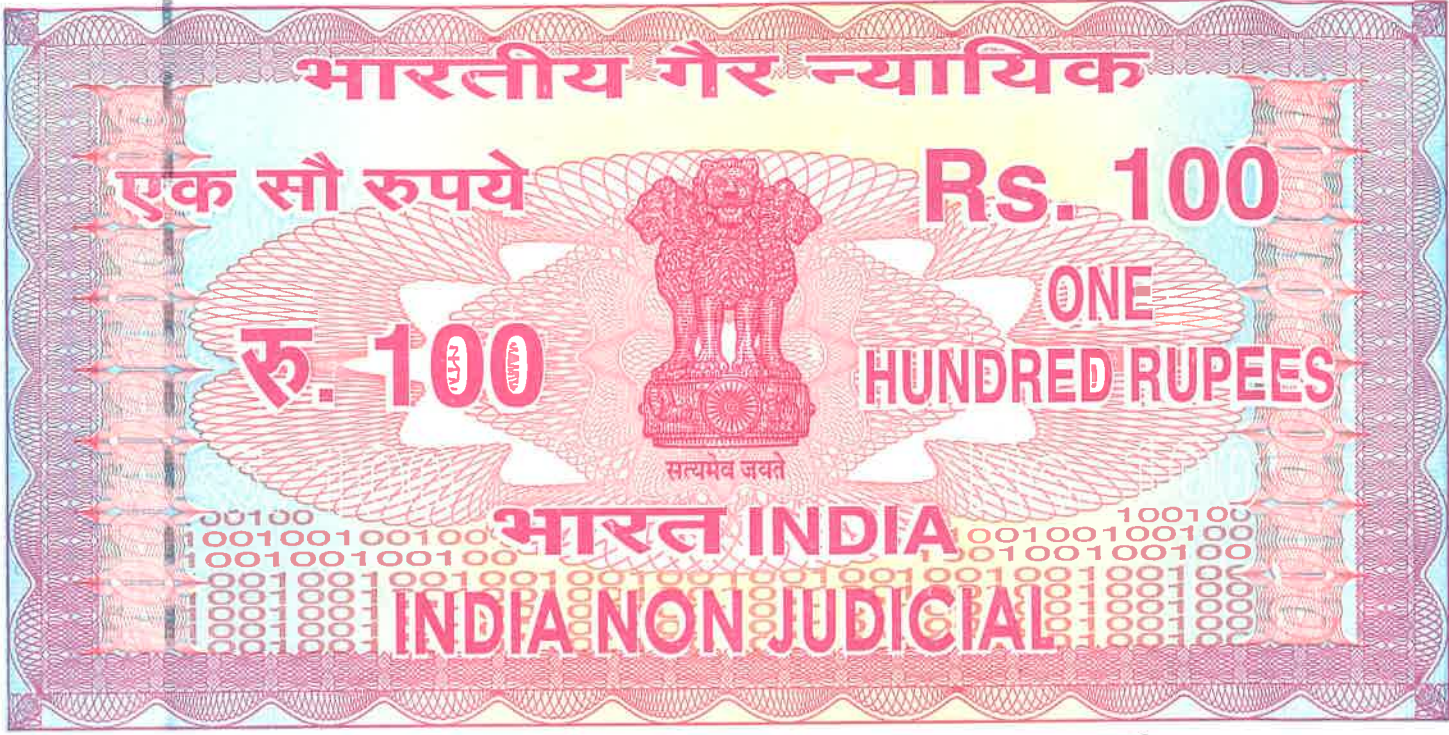
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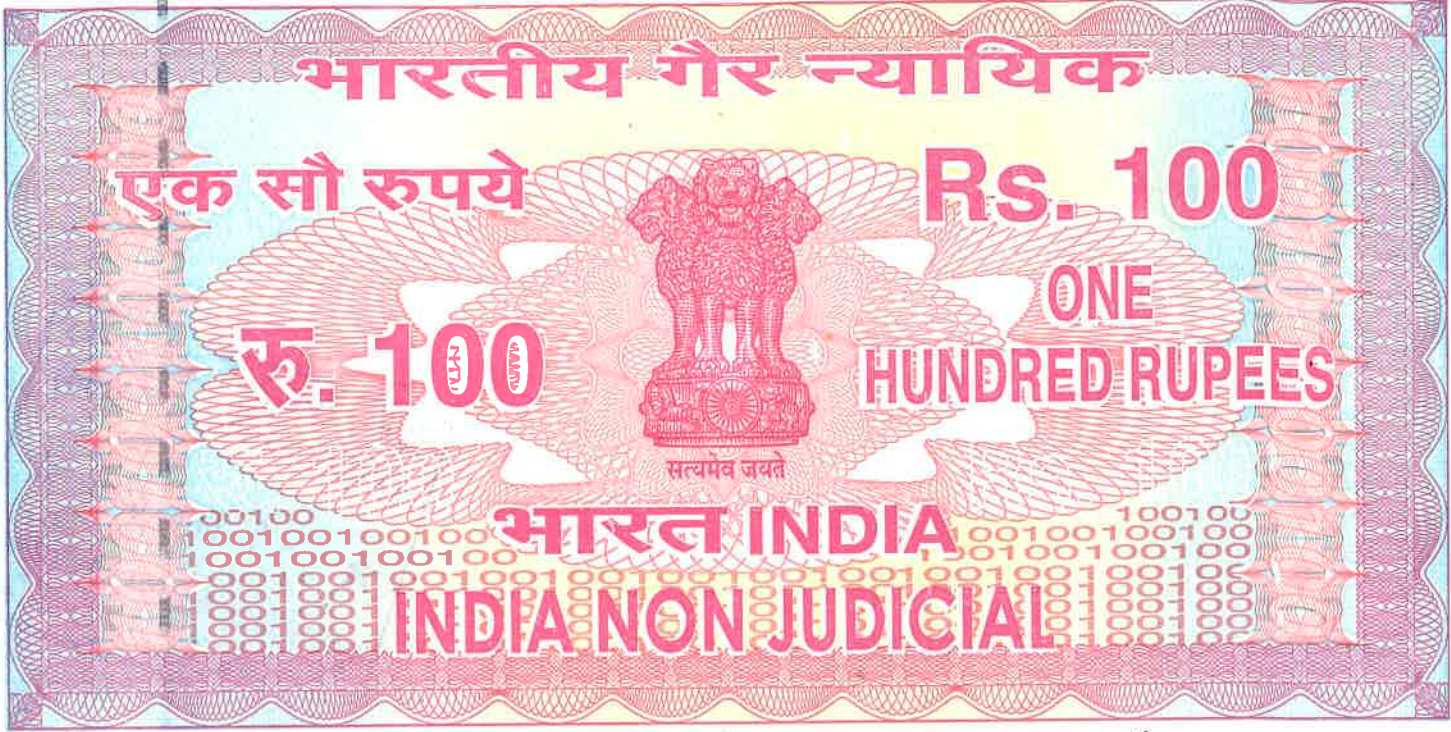
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भारतीय गैर न्यायिक

एक सौ रुपये

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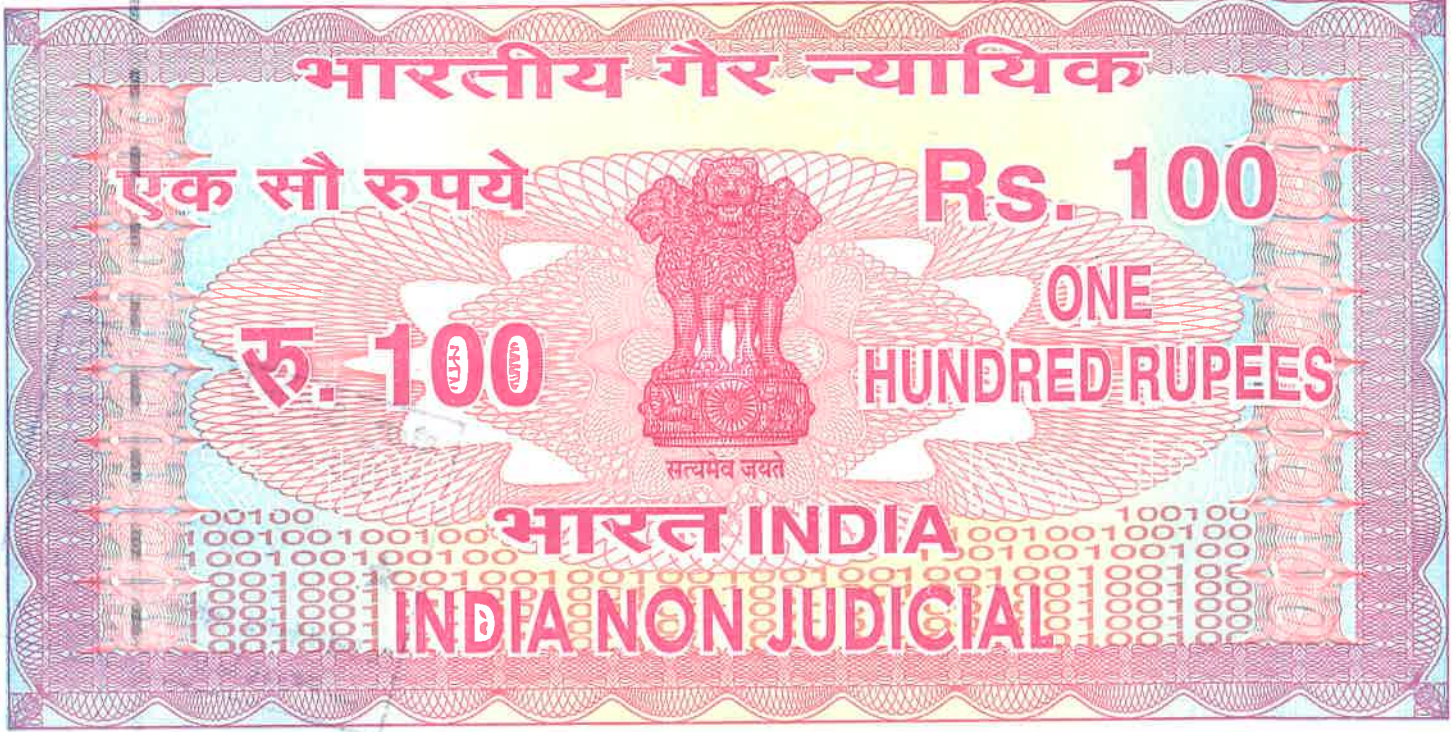
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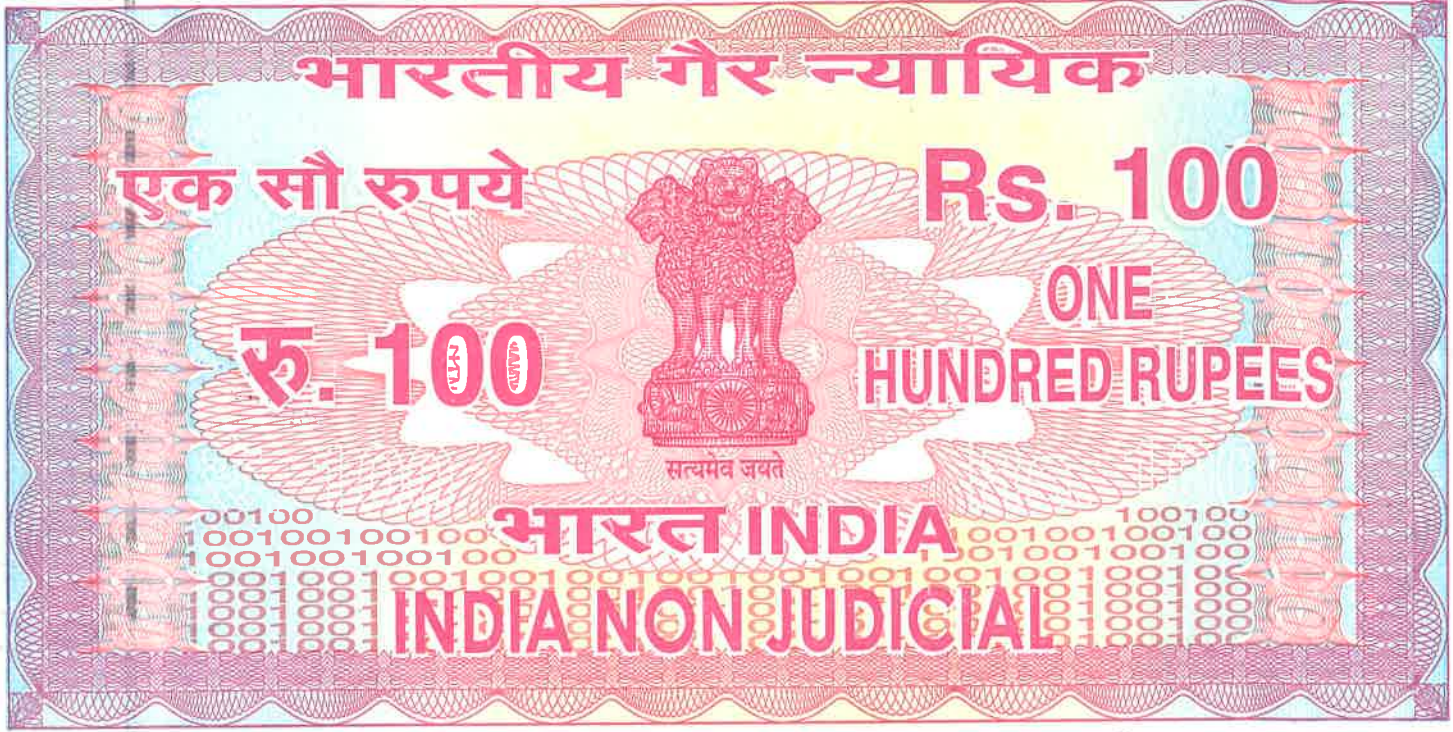
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Transaction Id: 241101123507212719

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Purchased By:

P S VINIVASA RAO

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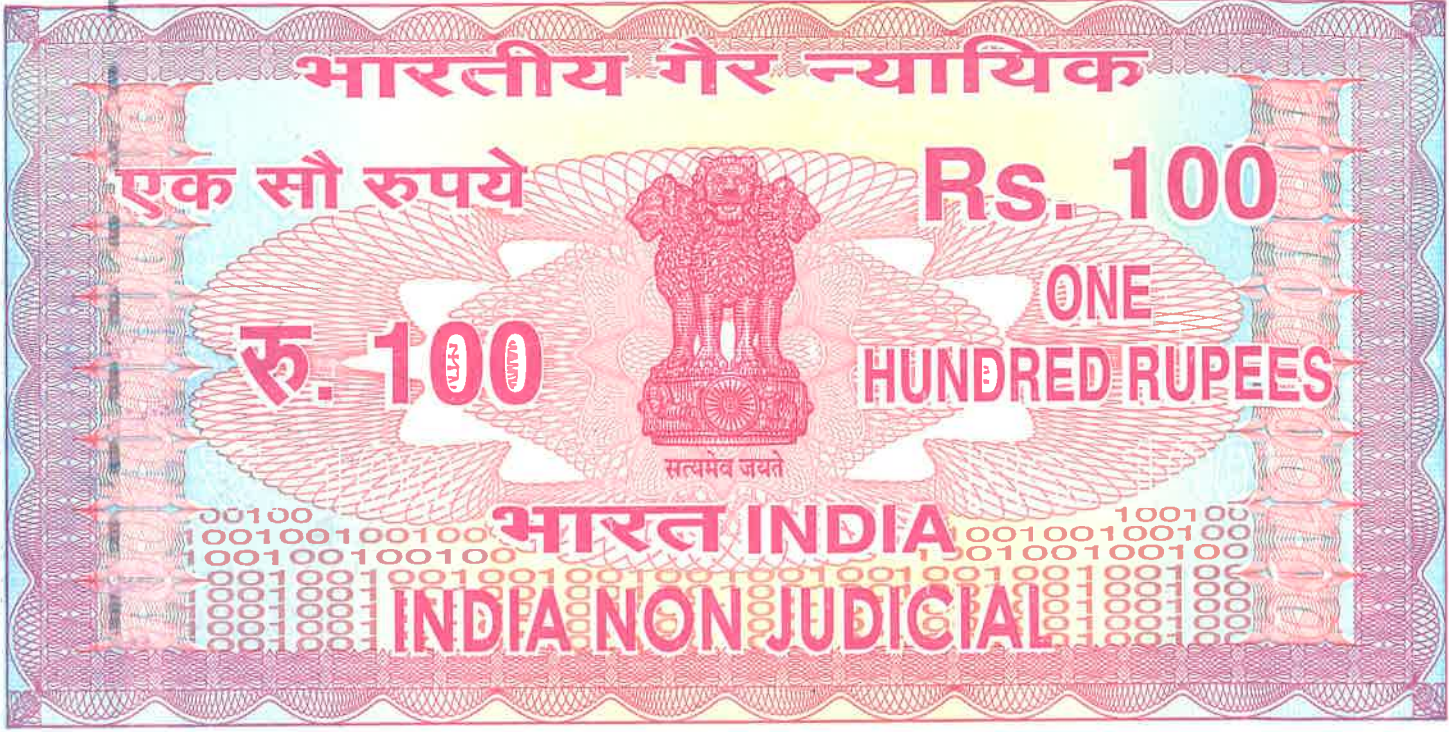
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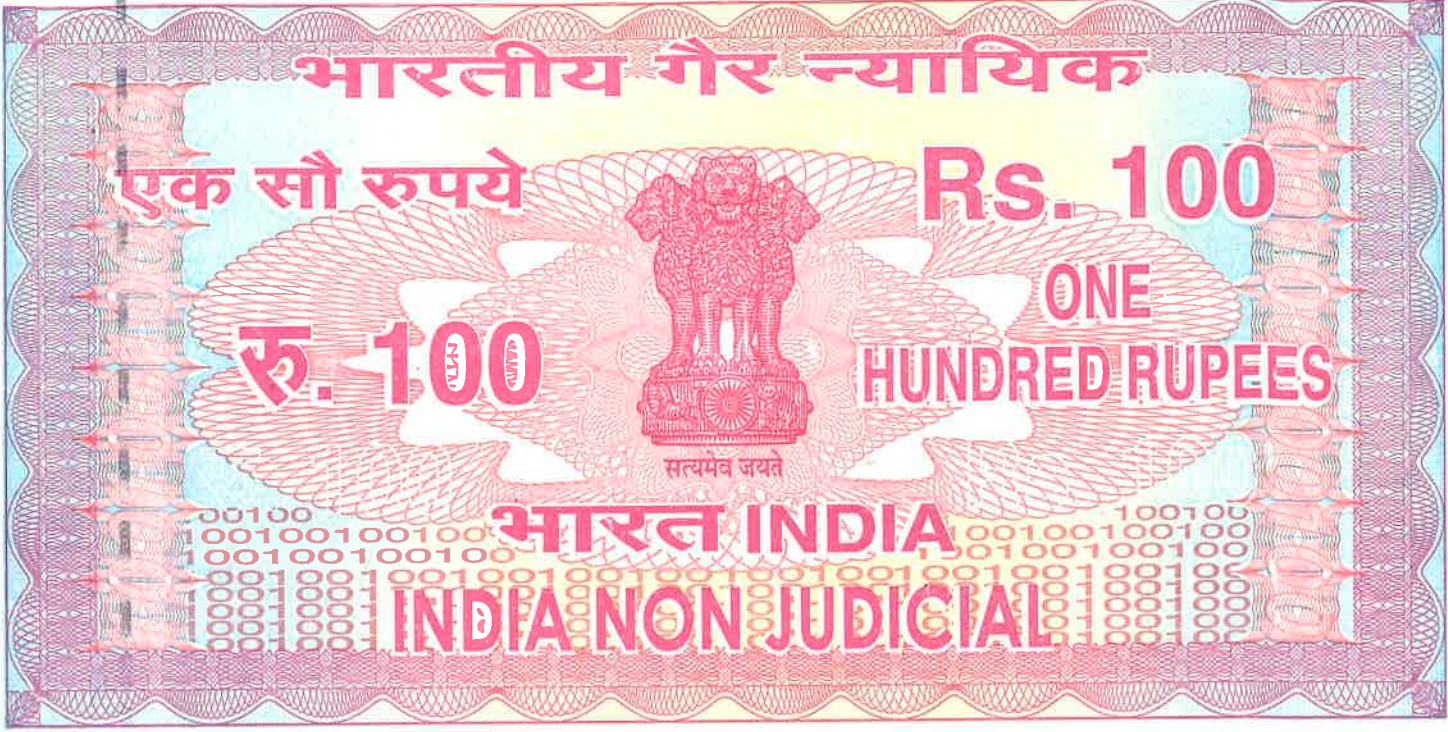
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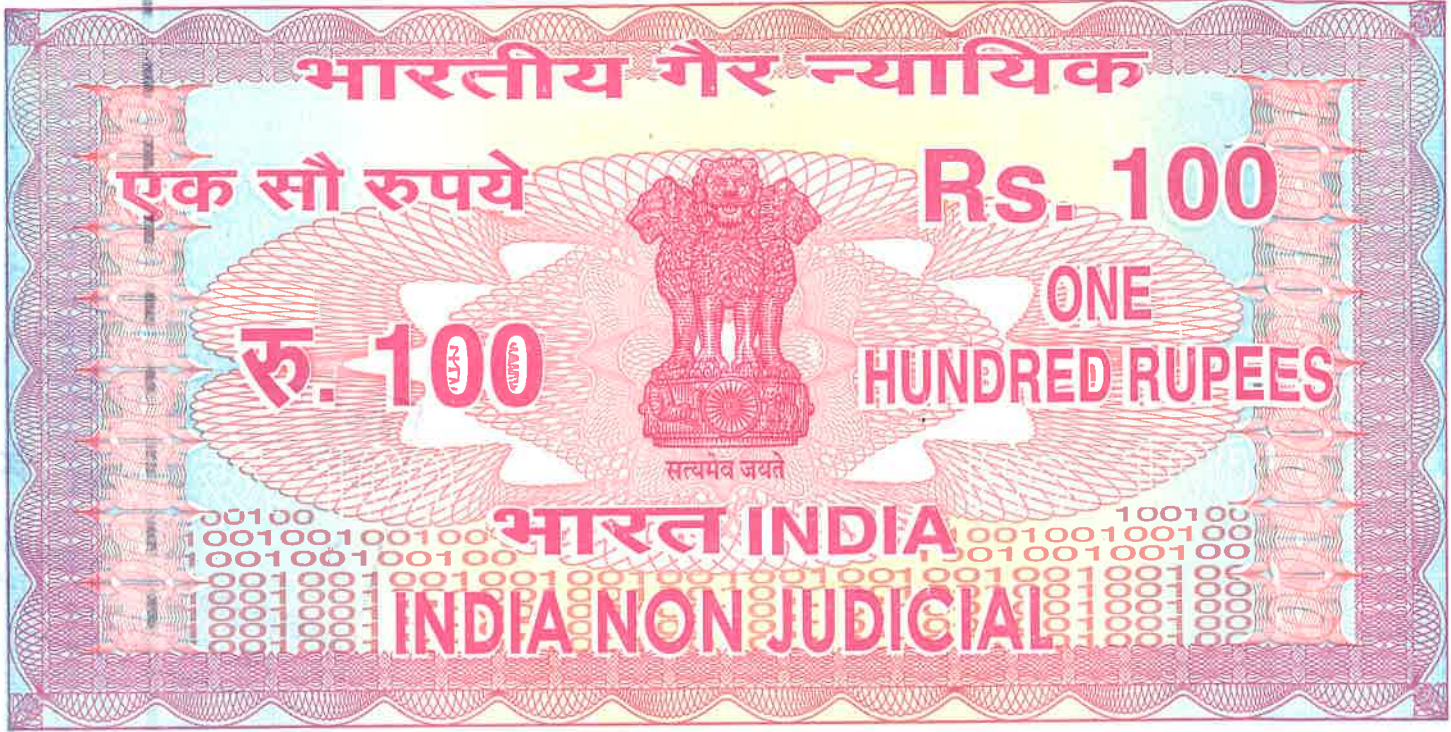
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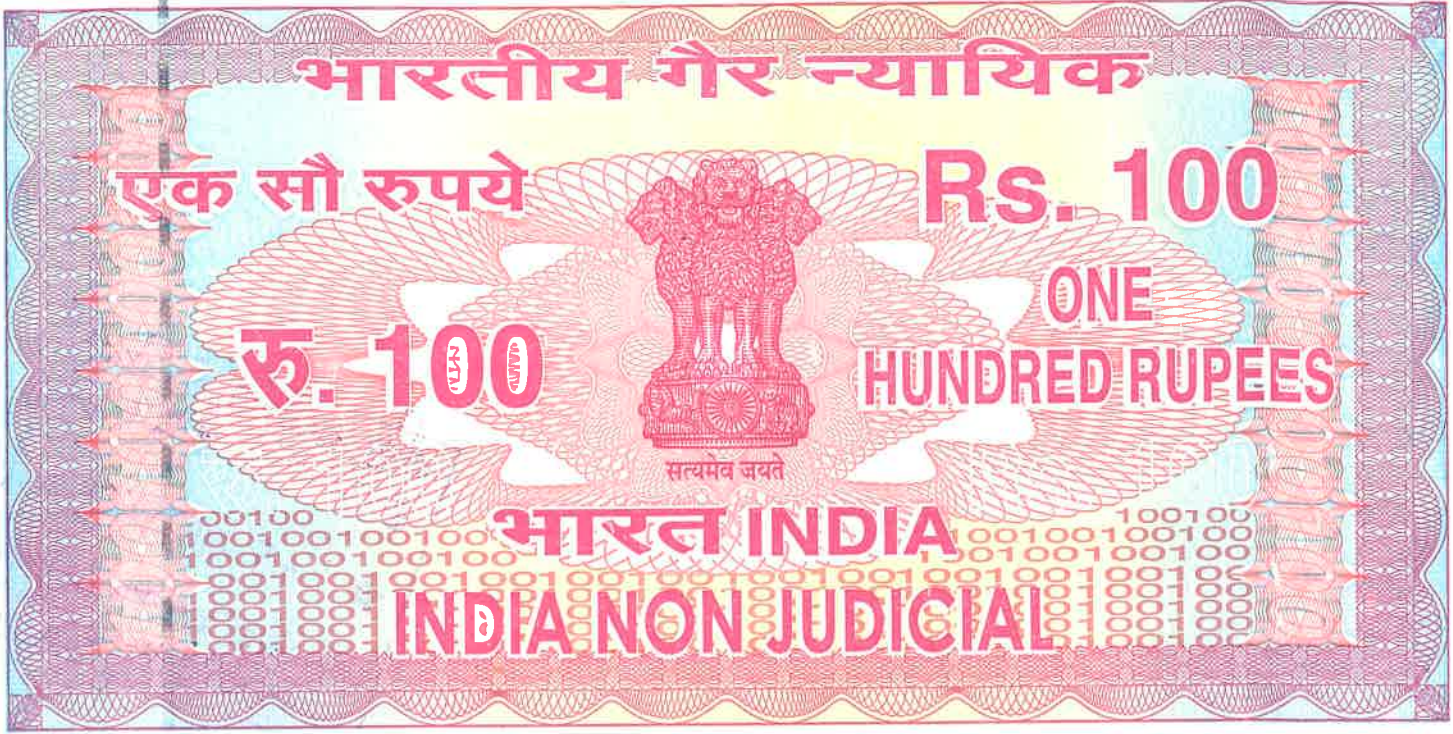
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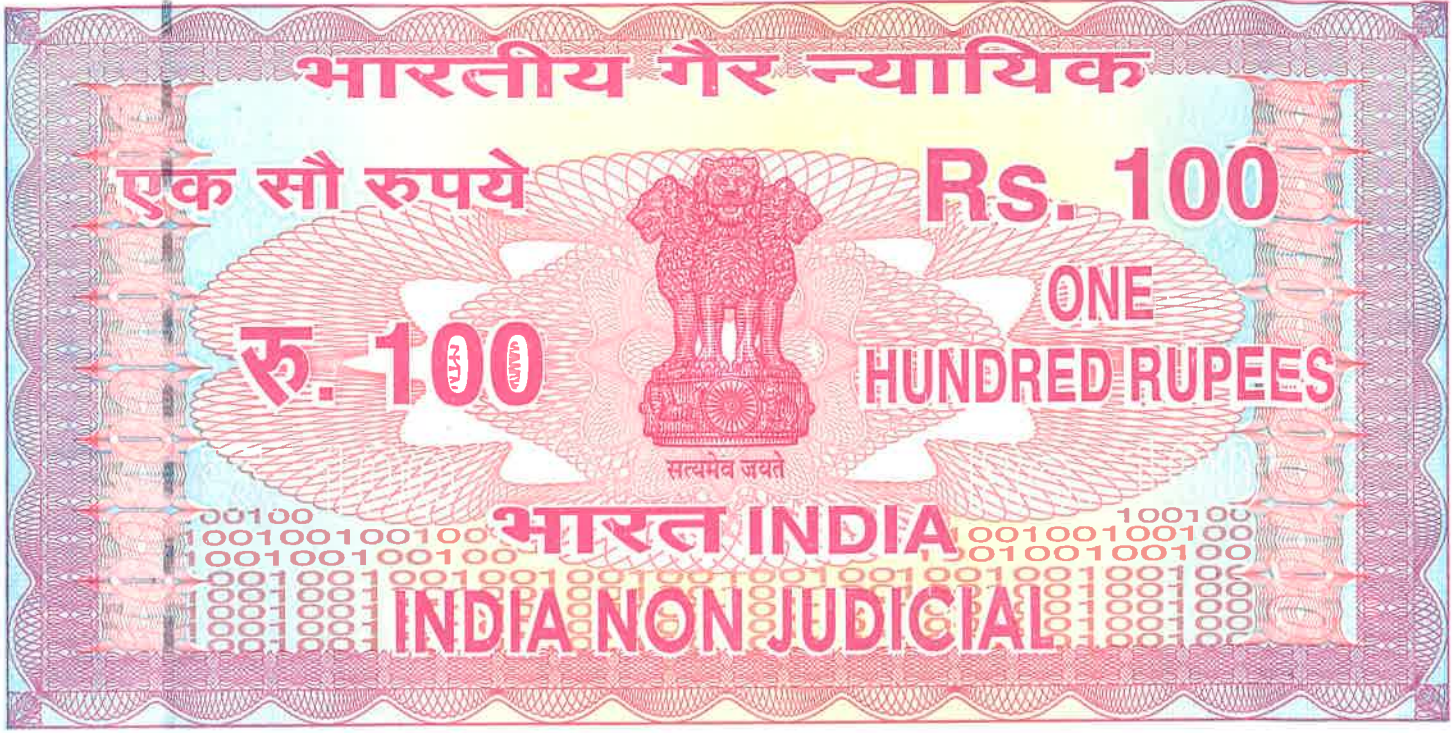
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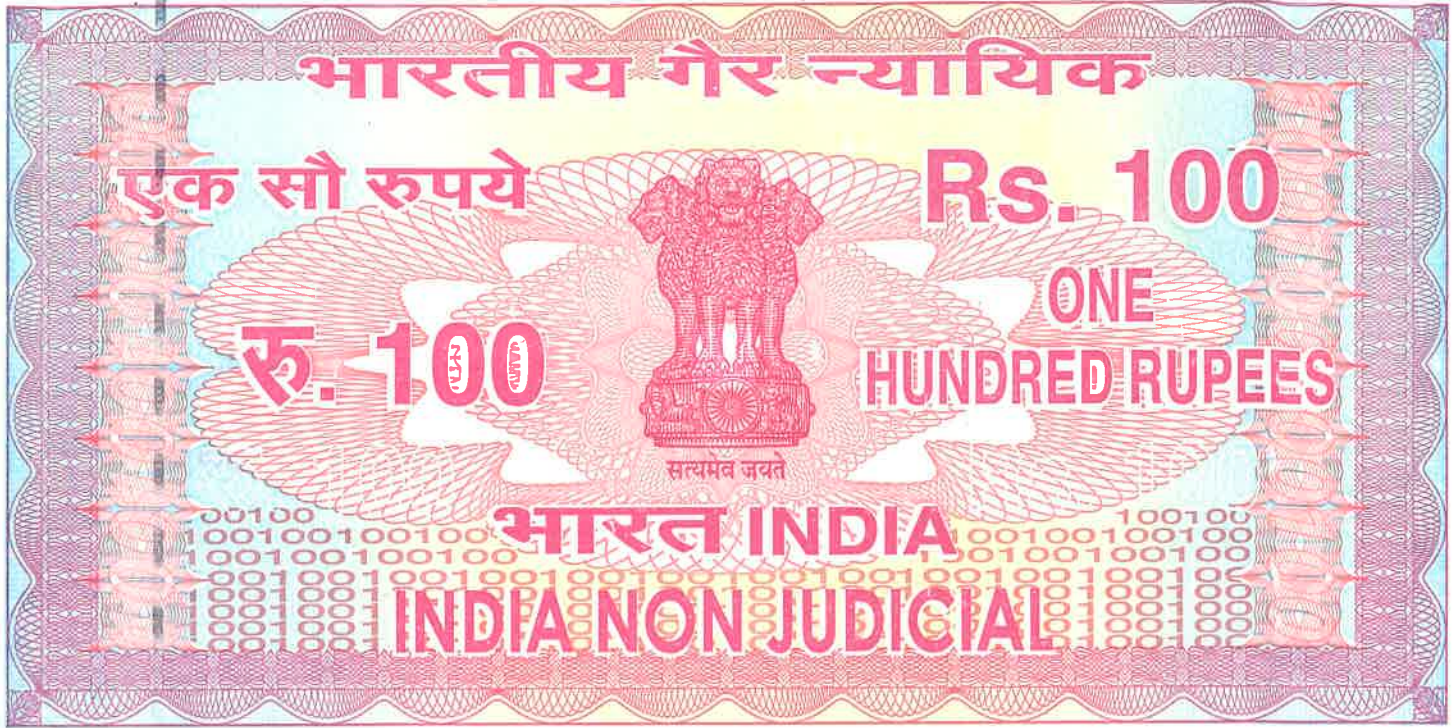
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AMENDMENT TO THE REGISTRAR AGREEMENT

DATED NOVEMBER 26, 2024

BY AND AMONG

SAI LIFE SCIENCES LIMITED

AND

THE SELLING SHAREHOLDERS (AS LISTED IN ANNEXURE IV)

AND

KFIN TECHNOLOGIES LIMITED

This **AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT dated July 10, 2024** (“**Registrar Agreement**”) is entered into on this November 26, 2024 (the “**Amendment Agreement**”) at Hyderabad, India among:

SAILIFE SCIENCES LIMITED, a company incorporated under the Companies Act, 1956 having its Registered Office at Plot No. DS-7, IKP Knowledge Park, Turkapally Village, Shameerpet Mandal, Medchal-Malkajgiri Dist, Hyderabad – 500 078, Telangana, India (hereinafter referred to as “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**;

AND

THE PERSON NAMED IN PART A OF ANNEXURE I HERETO (hereinafter referred to together as the “**Promoter Selling Shareholder**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

THE PERSONS NAMED IN PART B OF ANNEXURE I HERETO (hereinafter referred to together as the “**Investor Selling Shareholders**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **THIRD PART**;

AND

THE PERSONS NAMED IN PART C OF ANNEXURE I HERETO (hereinafter referred to as the “**Other Selling Shareholders**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **FOURTH PART**;

AND

KFIN TECHNOLOGIES LIMITED, a public limited company incorporated under the Companies Act, 2013, as amended and having its registered office at Selenium Tower B, Plot No. 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad 500 032, Telangana, India (hereinafter referred to as “**Registrar**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **THIRD PART**.

In this Amendment Agreement:

- (i) The Investor Selling Shareholders and the Other Selling Shareholders are collectively referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”
- (ii) the Registrar, the Bank and the Selling Shareholders are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS

1. The Company proposes to undertake an initial public offering of equity shares of face value of ₹1 each (“**Equity Shares**”) comprising a fresh issue of Equity Shares by the Company (the “**Fresh Issue**”) and an offer for sale of Equity Shares (“**Offered Shares**”) by the Selling Shareholders (“**Offer for Sale**” and together with the Fresh Issue, the “**Offer**”), in accordance with the Companies Act, 2013, including any rules, regulations, clarifications and modifications thereto, each as amended (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other applicable laws including the UPI Circulars (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 (the “**Offer Price**”). The Offer includes an offer (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations, (ii) in the United States only to persons reasonably believed to be “qualified institutional buyers” (as defined in Rule 144A under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) (“**Rule 144A**”)) pursuant to Rule 144A or another available

exemption from registration, and (iii) outside the United States in “offshore transactions” as defined in and under Regulation S under the U.S. Securities Act (“**Regulation S**”) 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 by the Company, in consultation with the BRLMs, (as defined below), in accordance with the SEBI ICDR Regulations.

2. The board of directors of the Company (“**Board**”), pursuant to a resolution dated July 4, 2024, has approved and authorized the Offer. Further, pursuant to Section 62(1)(c) of the Companies Act, the Offer has been approved by a special resolution adopted by the Shareholders of the Company at the extraordinary general meeting of the Shareholders held on July 4, 2024. The quantum of the Fresh Issue size has also been increased from ₹ 8,000.00 million to ₹ 9,500.00 million pursuant to the resolutions passed by the Board and Shareholders of the Company dated November 12, 2024 and November 14, 2024, respectively.
3. The Company and the Selling Shareholders have engaged the Registrar to act as a registrar to the Offer pursuant to the Registrar Agreement.
4. The Company filed a draft red herring prospectus dated July 29, 2024 (“**DRHP**”) with the Securities and Exchange Board of India (“**SEBI**”), BSE Limited and National Stock Exchange of India Limited (together, the “**Stock Exchanges**”) and is in the process of filing the Red Herring Prospectus and the Prospectus with the Registrar of Companies, Telangana at Hyderabad (the “**RoC**”).
5. Post the filing of the DRHP, Alluri Srinivasa Raju, Bhupathi Raju Atchuta Ramakrishna Raju and Srinivasa Rao Karra (“**Withdrawing Parties**”) vide their letters, each dated November 23, 2024, have withdrawn their consent to participate in the Offer for Sale and terminated the offer agreement dated July 29, 2024 with respect to themselves. Accordingly, the Withdrawing Parties will not be participating in the Offer.
6. Further post filing of the DRHP, (i) HBM Private Equity India vide their consent letter dated November 26, 2024, have reduced their portion of Offered Shares from 6,862,260 Equity Shares to 6,210,186 Equity Shares (ii) TPG Asia VII SF Pte Ltd vide their consent letter dated November 26, 2024, have reduced their portion of Offered Shares from 45,721,080 Equity Shares to 23,159,368 Equity Shares (iii) Jagdish Viswanath Dore vide consent letter dated November 23, 2024, has reduced his portion of Offered Shares from 250,000 Equity Shares to 245,100 Equity Shares and (iv) Rajagopal Srirama Tatta vide consent letter dated November 23, 2024, has reduced his portion of Offered Shares from 250,000 Equity Shares to 62,500 Equity Shares. The withdrawal of the Withdrawing Parties and reduction in the Offered Shares of HBM Private Equity India, TPG Asia VII SF Pte Ltd and Jagdish Viswanath Dore in the Offer for Sale have been taken on record by the Board of Directors vide the resolution dated November 26, 2024.
7. Accordingly, the Parties are desirous of amending certain provisions of the Registrar Agreement to amend the reference to Selling Shareholders and have agreed to enter into this Amendment Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

In this Agreement, unless the context otherwise requires:

- (a) 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 Registrar Agreement or the DRHP, as the case may be.
- (b) Rules of interpretation set out in Clause 1 of the Registrar Agreement (*Interpretation*) shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.
- (c) This Amendment Agreement shall constitute a part of, and shall be read together with, the Registrar Agreement. All references to the Registrar Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Registrar Agreement, as amended by this Amendment Agreement. The Registrar Agreement read along with

this Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Registrar Agreement and all terms and conditions of the Registrar 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. Each Party hereto represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement on its part with respect to the matters stated herein.

- (d) If any provision or any portion of a provision of this Amendment Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire 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. Each of the Parties will 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 the benefits of the invalid or unenforceable provision.
- (e) This Amendment Agreement shall come into effect and be binding on and from the Execution Date, until such time as the Registrar Agreement is terminated in accordance with its provisions, as amended by this Amendment Agreement.
- (f) In case of conflict between the provisions of this Amendment Agreement and the Registrar Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. AMENDMENTS TO THE REGISTRAR AGREEMENT

- (a) The existing Annexure IV shall be substituted with the following:

Sr. No.	Name of the Selling Shareholder	No. of Offered Shares
PART A		
Promoter Selling Shareholder		
1.	Sai Quest Syn Private Limited	Up to 6,454,780 Equity Shares
PART B		
Investor Selling Shareholders		
2.	TPG Asia VII SF Pte Ltd	Up to 23,159,368 Equity Shares
3.	HBM Private Equity India	Up to 6,210,186 Equity Shares
PART C		
Other Selling Shareholders		
4.	Bharathi Srivari	Up to 650,000 Equity Shares
5.	Anita Rudraraju Nandyala	Up to 500,000 Equity Shares
6.	Raju Penmasta	Up to 500,000 Equity Shares
7.	Dr. Dirk Walter Sartor	Up to 250,000 Equity Shares
8.	Jagdish Viswanath Dore	Up to 245,100 Equity Shares
9.	Rajagopal Srirama Tatta	Up to 62,500 Equity Shares
10.	K Pandu Ranga Raju	Up to 80,000 Equity Shares
11.	Venkata Narasimha Sastry Renduchintala	Up to 5,000 Equity Shares

3. MISCELLANEOUS

- (a) The Registrar Agreement shall stand modified to the extent stated in this Amendment Agreement only with effect from the date of this Amendment Agreement. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Registrar Agreement shall remain unchanged and shall continue in full force and shall continue to bind the Parties and be enforceable between the Parties, for the term and duration contemplated therein, in accordance with the terms thereof. No modification, alteration or amendment of 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 hereto.

- (b) This Amendment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Notwithstanding anything to the contrary contained in this Clause 3(d), this Amendment Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page.

4. **GOVERNING LAW**

This Amendment Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India, and the courts at Hyderabad, India shall have exclusive jurisdiction in all matters arising out of this Amendment Agreement.

ANNEXURE – I

Sr. No.	Name of the Selling Shareholder	No. of Offered Shares
PART A		
Promoter Selling Shareholder		
2.	Sai Quest Syn Private Limited	Up to 6,454,780 Equity Shares
PART B		
Investor Selling Shareholders		
2.	TPG Asia VII SF Pte Ltd	Up to 23,159,368 Equity Shares
3.	HBM Private Equity India	Up to 6,210,186 Equity Shares
PART C		
Other Selling Shareholders		
4.	Bharathi Srivari	Up to 650,000 Equity Shares
5.	Anita Rudraraju Nandyala	Up to 500,000 Equity Shares
6.	Raju Penmasta	Up to 500,000 Equity Shares
7.	Dr. Dirk Walter Sartor	Up to 250,000 Equity Shares
8.	Jagdish Viswanath Dore	Up to 245,100 Equity Shares
9.	Rajagopal Srirama Tatta	Up to 62,500 Equity Shares
10.	K Pandu Ranga Raju	Up to 80,000 Equity Shares
11.	Venkata Narasimha Sastry Renduchintala	Up to 5,000 Equity Shares

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **KFIN TECHNOLOGIES LIMITED**




Authorized Signatory

Name: M Murali Krishna

Designation: Sr. Vice President

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **Sai Life Sciences Limited**



Authorized Signatory

Name: Sivaramakrishnan Chittor

Designation: CFO

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IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **Sai Quest Syn Private India**

A handwritten signature in black ink, appearing to read 'K. Mytreyi', written in a cursive style.

Authorized Signatory

Name: Kanumuri Mytreyi

Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

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 REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

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 REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH SELLING SHAREHOLDER AND THE REGISTRAR.

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **OTHER SELLING SHAREHOLDERS**



Authorized Signatory

Name: Sivaramakrishnan Chittor

Designation: CFO