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Tranjd: 240706111253277448
Date 06 JUL 2024, 11:15 AM
Purchased By:
P SRINIVASA RAO
S/o MUMPA SWAMY
R/o MADHAPUR, HYD
For Whom
SAI EIFE SCIENCES LIMITED, HYD

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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, Nrr Puram Colony, Site Iii, Borabanda, Hyderabad Ph 9948287671



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DEED OF GIFT

BY AND AMONG

TPG ASIA VII SF PTE LTD

AND

HBM PRIVATE EQUITY INDIA

AND

THE PERSONS IDENTIFIED IN SCHEDULE I HERETO

(collectively, the "Other Donors")

AND

THE PERSONS IDENTIFIED IN SCHEDULE II HERETO

(collectively, "Beneficiaries")

Dated July 10, 2024

DEED OF GIFT

This Deed of Gift (this "**Deed**") is entered into on July 10, 2024 ("**Execution Date**") by and among:

(1) 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 "Donor 1" which expression shall include its successors and permitted assigns) of the FIRST PART;

AND

(2) **HBM PRIVATE EQUITY INDIA**, registered under the laws of Mauritius, and having its principal office at C/o Citco (Mauritius) Limited, Level 4, Tower A, 1 Exchange Square, Wall Street, Ebene 72201, Mauritius (hereinafter referred to as "**Donor 2**", which expression shall include its successors and permitted assigns) of the **SECOND PART**:

AND

(3) THE PERSONS IDENTIFIED IN SCHEDULE I HERETO (hereinafter referred to as the "Other Donors", which expression shall include its successors and permitted assigns) of the THIRD PART;

AND

(4) THE PERSONS IDENTIFIED IN SCHEDULE II HERETO (hereinafter referred to as the "Beneficiaries", which expression shall include its successors and permitted assigns) of the FOURTH PART;

Donor 1, Donor 2 and Other Donors shall be collectively referred to as "**Donors**", and individually as "**Donor**".

Beneficiaries are collectively referred to as "Beneficiaries" and individually as an "Beneficiary".

All parties shall be collectively known as the "Parties", and individually as the "Party".

WHEREAS:

- (A) Donor 1 is currently the owner of and holds both the legal and beneficial interests of 76,201,800 Equity Shares without any encumbrances.
- (B) Donor 2 is currently the owner of and holds both the legal and beneficial interests of 10,557,320 Equity Shares without any encumbrances.
- (C) Other Donors are currently the owner of and holds both the legal and beneficial interests of 106,366,940 Equity Shares without any encumbrances.
- (D) The Donors are desirous of and have decided to gift and assign all of their legal and beneficial rights, titles and interests in the shares set out against each of their names in Schedule III (together, the "Gift Shares") to the Beneficiaries, for the Beneficiaries'

absolute ownership, risk, use and benefit free from all encumbrances in accordance with the provisions stated herein (the "**Transfer**").

NOW THIS DEED WITNESSETH as follows:

1. **DEFINITION OF TERMS**

"Consent" means any consent, approval, authorisation, permit, permission, , from or by any Person, including any third party consents;

"Company" means Sai Life Sciences Limited, a company incorporated under the Companies Act, 1956, and having its registered office at #L4-01 & 02, SLN Terminus Survey, Survey #133, Gachibowli Miyapur Road, Gachibowli, Hyderabad 500 032, Telangana, India;

"Equity Shares" means equity shares of the face value of Rs. 1 each of the Company; and

"Person" means any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, enterprise, authority, business organisation or any other entity.

2. **GIFT**

- 2.1 The Donors shall subject to the completion of the conditions precedent (as set out in clause 3 below) to the satisfaction of each of the Donors (individually), severally and each with respect to itself, unconditionally and irrevocably gift, grant, convey, assign, transfer, release, and without any monetary consideration, charge or compensation, all their legal and beneficial rights, titles and interests, and powers and privileges, in their respective portion of the Gift Shares to and in favour of the Beneficiaries, free from all encumbrance and together with all rights, obligations, benefits, claims, risks whatsoever, into or upon the Gift Shares and every part thereof, to the Beneficiaries, on a date identified by each of the Donors individually in respect of their portion of the Gift Shares which date shall be on or prior to the date of the filing of the updated draft red herring prospectus with the Securities and Exchange Board of India in connection with the proposed initial public offering of Equity Shares of the Company ("Effective Date").
- 2.2 For the avoidance of doubt, pursuant to the gift of the Gift Shares as set out in Clause 2.1 above, the Beneficiaries shall be the absolute legal and beneficial owner of the Gift Shares and shall have the right to have, hold, use, enjoy or deal in any way with the Gift Shares including but not limited to receiving benefits in relation to the Gift Shares thereof from the date of the gift or to convey, assign, gift, transfer, sell, securitise or dispose in any manner whatsoever the Gift Shares.

3. CONDITIONS PRECEDENT TO THE GIFT

The obligation of each of the Donors to Transfer the Gift Shares shall be conditional upon completion of the following:

(a) Finalisation of the terms of the UDRHP to the satisfaction of each of the Donors and confirmed by each of the Donors in writing to the Company expressly in this regard in accordance with this Clause of the Deed.

- (b) Each of the Donor identifying the Effective Date to undertake the formalities in relation to the gift of the Gift Shares and informed the Beneficiaries in writing of the same:
- (c) As between Donor 2 and the relevant Beneficiaries, transfer of its portion of the Gift Shares by Donor 1 to the Beneficiaries; and
- (d) The representations and warranties set out in Clause 4.2 being true and correct on the Effective Date.

4. WARRANTIES AS TO GIFT SHARES

- 4.1 The Donors, severally and not jointly, and each with respect to themselves, represent and warrant as follows:
 - (i) It is the legal and beneficial owner of the Gift Shares reflecting against its name in Schedule 1 and has, and holds the Gift Shares, free and clear of any encumbrances, equities and claims whatsoever with full right, and absolute authority to gift and transfer the Gift Shares in the manner contemplated in this Deed.
 - (ii) It has not, nor has anyone on its behalf, done, committed or omitted to do any act, deed, matter or thing whereby the Gift Shares reflecting against its name in Schedule 1, can be forfeited, extinguished or rendered void or voidable. Neither it, nor anyone acting on behalf of it, has entered into or arrived at any contract with any person, which will render the transfer of the Gift Shares (reflecting against its name in Schedule 1) from it, to the Beneficiaries in violation of such contract.
 - (iii) All governmental approvals, corporate authorisations and statutory, regulatory and / or other Consents required for the consummation of the transactions contemplated under this Deed and to render this Deed legally valid, binding and enforceable in accordance with its terms, have been obtained and continue to be in full force and effect.
- 4.2 The Beneficiaries, severally, and each with respect to themselves, represent and warrant as follows:
 - (i) that it is duly authorized to, and has the capacity to, enter into this Deed and to perform his/her actions as contemplated under this Deed and this Deed shall constitute valid and binding obligations on it in accordance with its terms;
 - (ii) the entry and delivery of, and the performance of this Deed will not result in any breach of any provision of any agreement, arrangement or document to which he/she is a party or any court order, judgment, injunction, award, decree or writ that is binding on him/her or his/her assets;

he/she is competent to accept the gift of the Gift Shares.

5. STAMP DUTY

- 5.1 The Beneficiaries shall bear all stamp duty payable in connection with the transfer of the Gift Shares.
- 5.2 Subject to Clause 5.1 above, each Party shall bear the respective costs and expenses incurred in connection with the preparation, negotiation and execution of this Deed.
- 5.3 The Beneficiaries shall bear the cost of all notarial or official fees, registration, taxes and duties (if any) payable as a result of the transactions contemplated by this Deed. Further, the Beneficiaries shall be responsible for the compliance of any reporting requirements in relation to the transactions contemplated under this Deed except for individual compliances of the Donors as part of their individual/entity tax returns.

6. **ASSURANCES**

- 6.1 During the Term of the Deed, the Donors shall not dispose, transfer or otherwise encumber the Gift Shares
- 6.2 Each Party agrees to use all efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws, regulations, shareholders' agreements or the constitution of the Company to consummate and make effective the transfer contemplated by this Deed.

7. MISCELLANEOUS

7.1 Counterparts

This Deed shall be executed simultaneously in any number of original counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Delivery of an executed counterpart via facsimile or electronic email in portable document format (.pdf) shall constitute delivery of an originally signed counterpart hereto.

7.2 **Assignment**

This Deed is personal to the Parties hereto and shall not be capable of assignment by any Party unless the respective Donor who intends to assign obtains the consent of the relevant Beneficiary set against its name in Schedule III.

7.3 **Amendment/Variation**

No amendment or variation of this Deed shall be binding on any Party unless such variation is in writing and duly signed by all the Parties.

7.4 Governing Law and submission to Jurisdiction

7.5 This Deed shall be governed in all respects by the laws of India (without reference to its conflict of Laws provisions) and, subject to the provisions of

Clause 9 (*Dispute Resolution*), the courts at Hyderabad, India shall have exclusive jurisdiction. **Notices**

(i) Service of Notice

Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Deed shall be in writing. Such notice shall be served by sending it by (a) email at the email address set forth below or (b) by any one of hand delivery, pre-paid registered mail or courier, in each case, to the address set forth below. In each case, it shall be marked for the attention of the relevant Party set forth below.

(a) **To Donor 1:**

Attention: The Directors

Address: 83 Clemenceau Avenue, # 11-01 UE Square,

Singapore 239920.

Telephone: +65 6390 5000

Email: dchiang@tpg.com

(b) To Donor 2:

Attention: Mr. Jean-Marc Lesieur

Address: C/o Citco (Mauritius) Limited, Level 4, Tower A, 1

Exchange Square, Wall Street, Ebene 72201,

Mauritius

Telephone: (230) 4042600

Email: lesieur@hbmcayman.com

(c) **To Other Donors:** Details as mentioned in Schedule I

(d) **To the Beneficiaries:** Details as mentioned in Schedule II

(ii) Change of Address

A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Clause 7.5, by giving the other Parties written notice of the new address in the manner set forth above

7.6 **Entire Agreement**

This Deed constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior arrangements whether oral or written, relating to such subject matter.

7.7 **Relationship of the Parties**

The Parties are independent contractors. None of the Parties shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Parties except as specifically provided by

this Deed. Nothing in this Deed shall be interpreted or construed to create an association or partnership between the Parties, deem them to be persons acting in concert or to impose any liability attributable to such relationship upon any of the Parties nor, unless expressly provided otherwise, to constitute any Party as the agent of any of the other Parties for any purpose. The Parties hereby agree and acknowledge that the gift arrangement contemplated under this Deed is a voluntary arrangement and no Beneficiary (acting individually or collectively) shall have any right of recourse, claims, or damages against any of the Donors in the event the conditions precedent under this Deed are not completed or if the Deed is terminated pursuant to its terms contained herein.

8. TERM AND TERMINATION

- 8.1 This Deed shall come into effect on the Execution Date and shall remain valid and binding on such Donor until such time that it is terminated by any Donor in writing pursuant to the terms of this Deed ("Term"). Any of the Donors may terminate this Deed in relation to its obligations under this Deed, in the event (i) the board of directors of the Company decide not to undertake the IPO; or (ii) 12 months from the date of receipt of the final observations letter from SEBI, in connection with the IPO; or (iii) during the period after the receipt of final observations letter from SEBI and completion of all the institutional marketing activities in connection with the IPO, to the satisfaction of Krishnam Raju Kanumuri and Donor 1, and prior to the submission of the updated draft red herring prospectus ("UDRHP") with the SEBI, by Donor 1 by giving a prior written notice of atleast 2 (two) Business Days preceding the date of filing of the UDRHP with the SEBI. It is hereby clarified that any consent provided by Donor 1 at board or shareholder of the Company shall not prejudice the rights of Donor 1 set out under this Clause 8.1. In the event Donor 1 terminates the Deed, Donor 2 shall be entitled to terminate the Deed in relation to its obligations hereunder without any consequences to Donor 2.
- 8.2 In the event of termination of the Deed in accordance with Clause 8.1 (Termination), no Party shall have any claim against any other Party or any of such Party's respective representatives and shareholders in connection with or in furtherance of the said termination, and accordingly, all Parties shall stand released from all the claims, liabilities and/or obligations, if any, arising out of the provisions of this Deed.

9. DISPUTE RESOLUTION

- 9.1 In the event of any dispute or difference between or amongst the Parties ("**Disputing Parties**") in respect of or concerning or connected with the interpretation or implementation or arising out of this Deed or any Clause or provision hereof, or relating to the termination hereof, then such dispute or difference shall in the first instance be attempted to be resolved amicably by representatives of the Disputing Parties.
- 9.2 In the event that the Disputing Parties are unable to amicably resolve any dispute or difference as referred to in Clause 9.1 within a period of 7 (seven) calendar days from the date of reference to them, then such dispute or difference shall be referred to arbitration by a sole arbitrator mutually agreed upon by the Disputing Parties; provided however that if the Disputing Parties fail to mutually agree upon and appoint the sole arbitrator within 21 (twenty one) days of the matter being referred to arbitration, such sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. Such arbitration shall be held in accordance with the rules of the Indian

- Arbitration and Conciliation Act, 1996. The decision of the sole arbitrator shall be final and binding on all Parties. The seat of arbitration shall be Hyderabad.
- 9.3 The existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under this Deed which are not in dispute. Nothing shall preclude a Party from seeking interim or injunctive relief, or both, from any court having jurisdiction to grant the same.

[Signature pages to follow]

SCHEDULE I

OTHER DONORS

Sr No.	Name	Address/ Registered Address	
1.	Aruna Penmasta	Plot No. 1319, Road No.9, Jubilee Hills, Hyderabad	
2.	D. Ramaa	Plot No.114, Road No.54, Jubilee Hills, Hyderabad	
3.	Damodharan S	Utopia E 302, Casa Paradiso-Lodha, Sanathnagar,	
		Hyderabad - 500018	
4.	Dinesh Patel	Protagonist Therapeutics, 1455 Adams Drive, Suite	
		2018, Menlo Business Park, Menlo Park, CA 94025	
5.	Fred Cohen	767,Rhode Island St, San Fransicso, CA94107, USA	
6.	G. Ramakrishnam Raju	Plot No.542/A, Road No.26, Jubilee Hills, Hyderabad	
7.	Greg Ludetke	1925 Caterina Way, Royal Oaks, California 95076,	
		USA	
8.	Hitesh Patel	334, Playa Blanca CA 92024	
9.	Jagdish V Dore	C 21, Darshan Apartments, Mount Pleasant Road,	
		Mallabar Hill, Mumbai – 400006.	
10.	K. Anuradha	Plot No.372A, Road No.24, Jubilee Hills, Hyderabad	
11.	K.V. Satyanarayana Raju	Plot No.372A, Road No.24, Jubilee Hills, Hyderabad	
12.	Madhu Kilaru	Plot No.88, Road No.9, Jubilee Hills, Hyderabad	
13.	Marcel Johannes Velterop	Bruderholz Strasse 12, Basel, Switzerland - 4053.	
14.	N Anita	Plot No. 1319, Road No.9, Jubilee Hills, Hyderabad	
15.	N Ravindra Varma	Plot No. 1319, Road No.9, Jubilee Hills, Hyderabad	
16.	N. Anisha	Plot No. 1319, Road No.9, Jubilee Hills, Hyderabad	
17.	N. Anjelica	Plot No. 1319, Road No.9, Jubilee Hills, Hyderabad	
18.	Narottam Puri Goswami	RH 1, E-18, Sector-8, Vasi, Navi Mumbai 400703	
19.	P Trivikrama Prasad	Plot. No: 27, Navodaya Colony, Road No. 14, Banjara	
		Hills, Hyderabad -500034	
20.	R. Padma	8-2-120/112/A/18, 272, Road No.9, Jubilee Hills,	
		Hyderabad	
21.	Raju A. Penmasta	22640 Beaverdam Drive, Ashburn Virginia, US	
22.	Rudra Prasad Singh	RH 1, E-18, Sector-8, Vasi, Navi Mumbai 400703	
23.	S V K Murali	103, C Wing, Oberoi Gardens, Thakur Village,	
		Kandivili East, Mumbai - 400101	
24.	S. Bharathi	C-27, Shantamma Apartments, 105, DD Colony,	
		Bagh Amberpet, Hyderabad	
25.	Sameer Ashok Paigankar	Ph-04, O-7, Sector-6, Vashi, Navi Mumbai	
26.	Sameer Paigankar	Ph-04, O-7, Sector-6, Vashi, Navi Mumbai	

SCHEDULE II

BENEFICIARIES

Sr No.	Name	Address/ Registered Address		
1.	K Ranga Raju	8-2-120/112/A/4, Road No.9, Jubilee Hills,		
		Hyderabad		
2.	Kanumuri Mytreyi	8-2-120/112/A/4, Road No.9, Jubilee Hills,		
		Hyderabad		
3.	Ranga Raju Kanumuri (a Partner	8-2-120/112/A/4, Road No.9, Jubilee Hills,		
	of Sunflower Partners)	Hyderabad – 500034, Telangana, India		
4.	Ranga Raju Kanumuri (a Partner	8-2-120/112/A/4, Road No.9, Jubilee Hills,		
	of Lily Partners)	Hyderabad – 500034, Telangana, India		
5.	Kanumuri Mytreyi (a Partner of	8-2-120/112/A/4, Road No.9, Jubilee Hills,		
	Marigold Partners)	Hyderabad – 500034, Telangana, India		
6.	Kanumuri Mytreyi (a Partner of	8-2-120/112/A/4, Road No.9, Jubilee Hills,		
	Tulip Partners)	Hyderabad – 500034, Telangana, India		
		Plot 984, Road 50, Ambedkar University, jubilee		
		hills, Shaikpet, Hyderabad, Andhra Pradesh -		
		500033		
8.	Sai Quest Syn Pvt Ltd.	LN's Harmony Park, Falt No.203, 8-2-334/1/1,		
		Road No.5, Banjara Hills, Hyderabad-34		
9.	G.L.Tanuja	Plot No.43 & 44, Nandagiri Hills, Jubilee Hills,		
		Hyderabad		
10.	G. Subba Raju	A-1, Bhimavaram, Akividu Mandal, West Godavari		
		Dist		
11.	K Sudha	Plot 984, Road 50, Ambedkar University, jubilee		
		hills, Shaikpet, Hyderabad, Andhra Pradesh -		
		500033		
12.	Continental Wines Pvt Ltd	Sri Nagar, Vijayawada, Krishna, Andhra Pradesh.		

SCHEDULE III

Sr. No.	Donor	Beneficiaries	Gift Shares
1.	HBM Private Equity India	Ranga Raju Kanumuri (a Partner of Lily Partners)	177,050
		Kanumuri Mytreyi (a Partner of Tulip Partners)	29,960
2.	TPG ASIA VII SF PTE LTD	Kanumuri Mytreyi (a Partner of Tulip Partners)	208,180
		Ranga Raju Kanumuri (a Partner of Sunflower Partners)	399,830
		Kanumuri Mytreyi (a Partner of Marigold Partners)	568,950
		Sai Quest Syn Pvt Ltd.	283,400
		G. Subba Raju	9,370
		K Krishnam Raju	20,090
		K Ranga Raju	4,340
3.	S. Bharathi	G. Subba Raju	16,070
		Kanumuri Mytreyi	1,580
4.	N Ravindra Varma	G. Subba Raju	310
5.	N Anita	G. Subba Raju	82,050
6.	N Anisha (jointly held with N Anita)	G.L.Tanuja	3,920
7.	N. Anjelica (jointly held with N Anita)	G.L.Tanuja	3,920
8.	N. Anisha (jointly held with N. Ravindra Varma)	G.L.Tanuja	3,920
9.	N. Anjelica (jointly held with N. Ravindra Varma)	G.L.Tanuja	3,920
10.	Raju A. Penmasta	G. Subba Raju	56,200
11.	Aruna Penmasta	G. Subba Raju	42,420
12.	K.V.Satyanarayana Raju	G. Subba Raju	19,610
13.	K. Anuradha	K Sudha	1,960
14.	R.Padma	K Sudha	980
15.	G. Ramakrishnam Raju	K Sudha	7,840
16.	Sameer Ashok Paigankar	G. Subba Raju	7,840
17.	Rudra Prasad Singh	G.L.Tanuja	780
18.	Narottam Puri Goswami	G.L.Tanuja	2,940
19.	Sameer Paigankar (jointly held with Sheela Paigankar)	G.L.Tanuja	2,160
20.	S V K Murali	G.L.Tanuja	980
21.	Dinesh Patel	K Krishnam Raju	7,840
22.	Madhu Kilaru	K Krishnam Raju	9,470
23.	D.Ramaa	G.L.Tanuja	1,960
24.	P Trivikrama Prasad	K Krishnam Raju	9,800
25.	Jagdish V Dore	G.L.Tanuja	4,900
26.	Fred Cohen	K Krishnam Raju	9,800
27.	Greg Ludetke	G.L.Tanuja	4,900
28.	Hitesh Patel	K Krishnam Raju	14,710
29.	Damodharan S	G. Subba Raju	13,280
		K Sudha	2,380

Sr. No.	Donor	Beneficiaries	Gift Shares
		Continental Wines Pvt Ltd	520
30.	Marcel Johannes Velterop	K Krishnam Raju	5,960

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

For and on behalf of \boldsymbol{HBM} PRIVATE EQUITY INDIA

Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

For and on behalf of TPG ASIA VII SF PTE LTD

Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Rudra Prasad Singh

ming

(Far the gift of 780 Equity Shares by Rudra Prasad Singh)

Place: Mumbai

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

K. Anuradha

(For the gift of 1,960 Equity Shares by K. Anuradha)

Anu Radha

Place: Hyderabad

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

D. Ramaa

(For the gift of 1,960 Equity Shares by D. Ramaa)

Place: Hyderabad

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Damodharan S

(For the gift of 16,180 Equity Shares by Damodharan S)

Place:

HUMBAH

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Marcel Johannes Velterep

(For the gift of 5,960 Equity Shares by Marcel Johannes Velterop)

Place: BASEL, SwiTZERLAND

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Fred Cohen

(For the gift of 9,800 Equity Shares by Fred Cohen)

Place: LOWDOW, U.K.

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Gregory Luedtke

(For the gift of 4,900 Equity Shares by Gregory Luedtke)

Place: USA

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Hitesh Patel

(For the gift of 14,710 Equity Shares by Hitesh Patel)

Place: USA

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Jagdish V Dore

(For the gift of 4,900 Equity Shares by Jagdish V Dore)

Place: Mumbai

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

K.V. Satyanarayana Raju

(For the gift of 19,610 Equity Shares by K.V. Satyanarayana Raju)

Place: Hyderabad

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Narottam Puri Gosmanni

Narottam Puri Goswami

(For the gift of 2,940 Equity Shares by Narottam Puri Goswami)

Place: Mumbai

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

R. Padma

(For the gift of 980 Equity Shares by R. Padma)

Place: Hyderabad

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

S. Bharathi

Blaroff

(For the gift of 17,650 Equity Shares by S. Bharathi)

Place: Hydera God

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Dinesh Patel

(For the gift of 7,840 Equity Shares by Dinesh Patel)

Place: USA

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Sameer Ashok Paigankar

S.A Purjount on

(For the gift of 7,840 Equity Shares by Sameer Ashok Paigankar)

Place: Navi Mumbai

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Sameer Paigankar

(For the gift of 2,160 Equity Shares by Sameer Paigankar)

Place: Navi Mumbai

IN WITNESS WEREOF, the Parties have executed this Deed on the day and year first above written.

S V K Murali

(For the gift of 980 Equity Shares by S V K Murali)

Place: MUMBAT

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Aruna Penmasta

(For the gift of 42,420 Equity Shares by Aruna Penmasta)

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

P Trivikrama Prasad

(For the gift of 9,800 Equity Shares by P Trivikrama Prasad)

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

N Nalo

N Ravindra Varma

(For the gift of 310 Equity Shares by N Ravindra Varma)

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

N Anisha

(For the gift of 7840 Equity Shares by N Anisha)

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

N. Anjelica

(For the gift of 7840 Equity Shares by N. Anjelica)

anythe Nouly de.

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Muta R Nordyala

(For the gift of 82,050 Equity Shares by N Anita)

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

G. Ramakrishnam Raju

(For the gift of 7,840 Equity Shares by G. Ramakrishnam Raju)

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Raju A. Penmasta

Place: Virginia, USA

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Madhu Kilaru

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

K Ranga Raju

Place: Hyderabad

Flang him

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

Kanumuri Mytreyi

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

For and on behalf of **Sunflower Partners**

Ranga Raju Kanumuri

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

For and on behalf of Lily Partners

Ranga Raju Kanumuri

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

For and on behalf of Marigold Partners

Kanumuri Mytreyi

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

For and on behalf of Tulip Partners

Kanumuri Mytreyi

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

K Krishnam Raju

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

For and on behalf of SAI QUEST SYN PVT LTD.

Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

G. Subba Raju

Place: West Godavari Dist

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

K Sudha

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

For and on behalf of **CONTINENTAL WINES PVT LTD**

Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

G.L. Tanuja

Place: Australia

Supplementary Letter to Gift Deed

Date: October 8, 2024

Re: Deed of Gift dated July 10, 2024 entered into by and among TPG Asia VII SF Pte Ltd, HBM Private Equity India, Kanumuri Ranga Raju, Kanumuri Mytreyi, Krishnam Raju Kanumuri, Sai Quest Syn Private Limited and certain other parties ("Gift Deed")

1. We refer to the Gift Deed, pursuant to which certain Shareholders of the Company, namely, TPG Asia VII SF Pte Ltd, HBM Private Equity India, Aruna Penmasta, D. Ramaa, Damodharan S, Dinesh Patel Fred Cohen, G. Ramakrishnam Raju, Gregory R Ludedtke, Hitesh Patel, Jagdish Viswanath Dore, K. Anuradha, K.V. Satyanarayana Raju, Madhu Kilaru, Marcellus Johannes Velterop, Anita Rudraraju Nandyala, N. Ravindra Varma, N. Anisha (jointly held with Anita Rudraraju Nandyala), N. Anjelica (jointly held with Anita Rudraraju Nandyala), N. Anjelica (jointly held with N. Ravindra Varma), Narottam Puri Goswami, P Trivikrama Prasad, R. Padma, Raju Penmasta, Rudra Prasad Singh, S V K Murali, Bharathi Srivari, Sameer Ashok Paigankar and Sameer Ashok Paigankar (jointly with Sheela Paigankar) (collectively, "Donors") severally and each with respect to itself agreed to gift some of their Equity Shares to the Promoters and certain members of Promoter Group of the Company, namely, Gokaraju Lakshmi Tanuja, Gokaraju Subba Raju, Kanumuri Sudha and Continental Wines Private Limited as set out in Schedule I (collectively, "Beneficiaries").

In accordance with the Gift Deed and pursuant to this supplementary letter ("Supplementary Letter"), the Donors hereby confirm and undertake, severally and only with respect to Equity Shares set out against each of their names in Schedule I (together, the "Gift Shares"), to unconditionally and irrevocably gift, grant, convey, assign, transfer, release, and without any monetary consideration, charge or compensation, the legal and beneficial rights, titles and interests, and powers and privileges, in their respective portion of the Gift Shares to and in favour of the Beneficiaries, free from all encumbrance and together with all rights, obligations, benefits, claims, risks whatsoever, into or upon the Gift Shares and every part thereof, to the Beneficiaries on or before November 7, 2024 ("Cut-off Date"); failure to do so by the Cut-off Date will render the Gift Deed null and void with respect to the specific transactions involving the respective Donors.

- 2. Further, by signing this Supplementary Letter, Parties hereby, severally and not jointly, waive-off the requirements of condition precedent mentioned in clause 3 of the Gift Deed.
- 3. The Parties hereby consent to the disclosure of the contents of this Supplementary Letter, including any annexures hereto, to be disclosed in relation to the proposed initial public offering of the Equity Shares ("**IPO**"), in order to comply with the provisions of laws and regulations applicable to the IPO, in the red herring prospectus and the prospectus, and any other documents to be issued in relation to the IPO. The Parties hereby consent to (a) include this Supplementary Letter as material contracts and documents for inspection in terms of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (b) the submission of this letter as may be necessary to the

Securities and Exchange Board of India, the registrar of companies, the relevant stock exchanges, any other regulatory authority and/or judicial authorities and/or for any other litigation purposes and/or for the records to be maintained by the book running lead managers and in accordance with applicable law.

4. All capitalized terms used but not defined herein shall have the meaning given to such terms in the Gift Deed.

Yours faithfully

The undersigned agree to the terms of this Supplementary Letter on the day and year first above written.

SCHEDULE I

Sr. No.	Donor	Beneficiaries	Gift Shares
1.	HBM Private Equity India	Ranga Raju Kanumuri (a Partner of Lily Partners)	177,050
		Kanumuri Mytreyi (a Partner of Tulip Partners)	29,960
2.	TPG ASIA VII SF PTE LTD	PG ASIA VII SF PTE LTD Kanumuri Mytreyi (a Partner of Tulip Partners)	
		Ranga Raju Kanumuri (a Partner of Sunflower Partners)	399,830
		Kanumuri Mytreyi (a Partner of Marigold Partners)	568,950
		Sai Quest Syn Pvt Ltd.	283,400
		G. Subba Raju	9,370
		K Krishnam Raju	20,090
		K Ranga Raju	4,340
3.	S. Bharathi	G. Subba Raju	16,070
		Kanumuri Mytreyi	1,580
4.	N Ravindra Varma	G. Subba Raju	310
5.	N Anita	G. Subba Raju	82,050
6.	N Anisha (jointly held with N Anita)	G.L.Tanuja	3,920
7.	N. Anjelica (jointly held with N Anita)	G.L.Tanuja	
8.	N. Anisha (jointly held with N. Ravindra Varma)	G.L.Tanuja	3,920
9.	N. Anjelica (jointly held with N. Ravindra Varma)	G.L.Tanuja	
10.	Raju A. Penmasta	G. Subba Raju	56,200
11.	Aruna Penmasta	G. Subba Raju	42,420
12.	K.V.Satyanarayana Raju	G. Subba Raju	19,610
13.	K. Anuradha	K Sudha	1,960
14.	R.Padma	K Sudha	980
15.	G. Ramakrishnam Raju	K Sudha	7,840
16.	Sameer Ashok Paigankar	G. Subba Raju	7,840

Sr. No.	Donor	Beneficiaries	Gift Shares
17.	Rudra Prasad Singh	G.L.Tanuja	780
18.	Narottam Puri Goswami	G.L.Tanuja	2,940
19.	Sameer Paigankar (jointly held with Sheela Paigankar)	G.L.Tanuja	2,160
20.	S V K Murali	G.L.Tanuja	980
21.	Dinesh Patel	K Krishnam Raju	7,840
22.	Madhu Kilaru	K Krishnam Raju	9,470
23.	D.Ramaa	G.L.Tanuja	1,960
24.	P Trivikrama Prasad	K Krishnam Raju	9,800
25.	Jagdish V Dore	G.L.Tanuja	4,900
26.	Fred Cohen	K Krishnam Raju	9,800
27.	Greg Ludetke	G.L.Tanuja	4,900
28.	Hitesh Patel	K Krishnam Raju	14,710
29.	Damodharan S	G. Subba Raju	13,280
		K Sudha	2,380
		Continental Wines Pvt Ltd	520
30.	Marcel Johannes Velterop	K Krishnam Raju	5,960

IN WITNESS WHEREOF, the Parties have executed this Letter on the day and year first above written.

For and on behalf of TPG ASIA VII SF PTE LTD

(For the gift of 1,494,160 Equity Shares by TPG ASIA VII SF PTE LTD)

Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this Letter on the day and year first above written.

For and on behalf of **HBM PRIVATE EQUITY INDIA**

(For the gift of 207,010 Equity Shares by HBM PRIVATE EQUITY INDIA)

Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this Letter on the day and year first above written.

Aruna Penmasta

An Perte

(For the gift of 42,420 Equity Shares by Aruna Penmasta)

IN WITNESS WHEREOF, the Parties have executed this Letter on the day and year first above written.

D. Ramaa

concerbe

(For the gift of 1,960 Equity Shares by D. Ramaa)

IN WITNESS WHEREOF, the Parties have executed this Letter on the day and year first above written.

Damodharan S

(For the gift of 16,180 Equity Shares by Damodharan S)

Place: Mumbai

IN WITNESS WHEREOF, the Parties have executed this Letter on the day and year first above written.

Fred Cohen

(For the gift of 9,800 Equity Shares by Fred Cohen)

IN WITNESS WHEREOF, the Parties have executed this Letter on the day and year first above written.

G. Ramakrishnam Raju

(For the gift of 7,840 Equity Shares by G. Ramakrishnam Raju)

IN WITNESS WHEREOF, the Parties have executed this Letter on the day and year first above written.

Gregory Luedtke

(For the gift of 4,900 Equity Shares by Gregory Luedtke)

IN WITNESS WHEREOF, the Parties have executed this Letter on the day and year first above written.

Hitesh Patel

(For the gift of 14,710 Equity Shares by Hitesh Patel)

IN WITNESS WHEREOF, the Parties have executed this Letter on the day and year first above written.

Jagdish V Dore

(For the gift of 4,900 Equity Shares by Jagdish V Dore)

IN WITNESS WHEREOF, the Parties have executed this Letter on the day and year first above written.

K. Anuradha

K. Ana Radha

(For the gift of 1,960 Equity Shares by K. Anuradha)

IN WITNESS WHEREOF, the Parties have executed this Letter on the day and year first above written.

K.V. Satyanarayana Raju

(For the gift of 19,610 Equity Shares by K.V. Satyanarayana Raju)

K. V. Styamorojana ky.

IN\WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

Madhu Kilaru

(For the gift of 9,470 Equity Shares by Madhu Kilaru)

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

Marcel Johannes Velterop

(For the gift of 5,960 Equity Shares by Marcel Johannes Velterop)

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

N Anisha

(For the gift of 3,920 Equity Shares by N Anisha (jointly held with N Anita))

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

N Anisha

(For the gift of 3,920 Equity Shares by N Anisha (jointly held with N. Ravindra Varma))

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

Dinesh Patel

(For the gift of 7,840 Equity Shares by Dinesh Patel)

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

N Anita

(For the gift of 82,050 Equity Shares by N Anita)

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

N Nalie.

N Ravindra Varma

(For the gift of 310 Equity Shares by N Ravindra Varma)

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

N. Anjelica

(For the gift of 3,920 Equity Shares by N. Anjelica (jointly held with N Anita))

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

N. Anjelica

Anjelia Nandyala

(For the gift of 3,920 Equity Shares by N. Anjelica (jointly held with N. Ravindra Varma))

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

Navottan Puri Goswami

Narottam Puri Goswami

(For the gift of 2,940 Equity Shares by Narottam Puri Goswami)

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

P Trivikrama Prasad

(For the gift of 9,800 Equity Shares by P Trivikrama Prasad)

P. Cilumberd

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

R. Padma

(For the gift of 980 Equity Shares by R. Padma)

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

Raju A. Penmasta

Rondounds

(For the gift of 56,200 Equity Shares by Raju A. Penmasta)

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

Rudra Prasad Singh

(For the gift of 780 Equity Shares by Rudra Prasad Singh)

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

S V K Murali

(For the gift of 980 Equity Shares by S V K Murali)

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

S. Bharathi

Blank

(For the gift of 17,650 Equity Shares by S. Bharathi)

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

S. A. Pai janhan Sameer Ashok Paigankar

(For the gift of 7,840 Equity Shares by Sameer Ashok Paigankar)

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

S. A. Paiganhan
Sameer Ashok Paigankar

(For the gift of 2,160 Equity Shares by Sameer Ashok Paigankar (jointly with Sheela Paigankar))

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

Manya Levi

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

Kanumuri Mytreyi

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

For and on behalf of Sunflower Partners

Manga lew Ranga Raju Kanumuri

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

For and on behalf of Lily Partners

Ranga Raju Kanumuri

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

For and on behalf of Marigold Partners

Kanumuri Mytreyi

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

For and on behalf of Tulip Partners

Kanumuri Mytreyi

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

K Krishnam Raju

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

For and on behalf of SAI QUEST SYN PVT LTD.

Llouge fruir

Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

G. Lakshni T G.L. Tanuja

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SUPPLEMENTARY LETTER ENTERED INTO BY AND AMONG TPG ASIA VII PTE LTD, HBM PRIVATE EQUITY INDIA, OTHER DONORS AND BENEFICIARIES.

IN WITNESS WHEREOF, the Parties have executed this letter on the day and year first above written.

G. Subba Raju

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE DEED OF GIFT ENTERED INTO BY AND AMONG TPG ASIA VII PTE LTD, HBM PRIVATE **OTHER** BENEFICIARIES. **DONORS** AND

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

For and on behalf of CONTINENTAL WINES PVT LTD

Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this Deed on the day and year first above written.

K Sudha

Place: Hyderabad