

Phone No: 9849111111
Sold To/Issued To:
K Anil Kumar
For Whom/ID Proof:
Sai Parenterals Ltd



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Agreement
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3816232 67/2023

This amendment agreement to the registrar agreement dated September 27, 2025 (the "Registrar Agreement") is made at Hyderabad, Telangana on this day of February 7, 2026 ("Amendment Agreement"), by and among:

- 1) **SAI PARENTERAL'S LIMITED**, a company incorporated under the Companies Act, 1956 and having Its registered and corporate office at Plot No. 39, 5th Floor, Lavanya Arcade Jayabheri Enclave, Gachibowli, K.V.Rangareddy, Seri Lingampally, Telangana, India, 500032. (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, of the **FIRST PART**;
- 2) **THE SELLING SHAREHOLDERS**, as listed in Appendix A of this Agreements/(hereinafter referred to as the ("Selling Shareholders"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**; and
- 3) **BIGSHARE SERVICES PRIVATE LIMITED**, a company within the meaning of the Companies Act, 1956, as amended and having its registered office at Office No. S6-2, 6th floor, Pinnacle Business Park, next to Ahura Centre, Mahakali Caves Road, Andheri (East), Mumbai - 400093 (hereinafter referred to as the "Registrar" or "Registrar to the Offer"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **THIRD PART**.

In this Agreement, the Company, the Selling Shareholders and the Registrar are collectively referred to as the "Parties", and individually as a "Party", as the context may require.

WHEREAS

1. The Company and the Selling Shareholders proposes to undertake an initial public offering of equity shares of face value of ₹5 each ("Equity Shares") of the Company, comprising (a) a fresh issue of Equity Shares aggregating up to ₹ 2.850. million (the "Fresh Issue"), and (b) an offer for sale of up to 3,175,620 Equity Shares by the Selling Shareholders at the Offer Price (as defined below), (such offer for sale, the "Offer for Sale"). The Fresh Issue and Offer for Sale are collectively referred to as the "Offer". The Offer shall be undertaken in accordance with the Companies Act, 2013, 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 (as defined below), through the book building process, as prescribed in Schedule XIII of the SEBI ICDR Regulations (the "Book Building"), at such price as may be determined through the Book Building and as agreed to by the Company, in consultation with the BRLMs (as defined below) to the Offer (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 and in compliance with Regulation S (as defined below), and (ii) outside the United States, to institutional investors 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 to certain Anchor Investors, in consultation with the BRLMs, on a discretionary basis in accordance with the SEBI ICDR Regulations. Our Company, in consultation with the BRLMs, may consider a further issue of specified securities through a private placement or any other method as may be permitted under Applicable Laws to any person(s), at its discretion, prior to filing of the red herring prospectus with the Registrar of Companies, Telangana at Hyderabad ("Pre-IPO Placement"). If the Pre-IPO Placement is completed, the Fresh Issue size will be reduced to the extent of such Pre-IPO Placement.

2. The Parties had entered into the Registrar Agreement to record certain terms and conditions in connection with the Offer.
3. The Company has filed a draft red herring prospectus dated September 30, 2025 (the “**Draft Red Herring Prospectus**”) with the Securities and Exchange Board of India (“**SEBI**”) and National Stock Exchange of India Limited (“**NSE**”) and BSE Limited (“**BSE**”) (hereinafter, collectively referred to as the “**Stock Exchanges**”) in connection with the Offer in accordance with the SEBI ICDR Regulations.
4. The Selling Shareholders have authorised and consented to participate in the Offer in accordance with the terms agreed to in their consent letter and resolution/ authorisation provided with the consent letter,
5. Dwarampudi Vijaya Reddy and Satyanarayana Reddy Dwarampudi who had earlier consented to participate in the Offer as a selling shareholders and had signed and executed the Registrar Agreement, by way of a consent letter dated September 27, 2025, (i) declared their intention to not proceed with participation as a selling shareholder in the Offer for Sale; (ii) withdrew their consent letter dated September 27, 2025 and certificate dated February 06, 2026 as a selling shareholder in the Offer for Sale, and accordingly terminated the Registrar Agreement with respect to them.
6. Ashish Maheshwari, Hetal Chetan Mehta and Keni Manohar Ashok, by way of their respective consent letters dated February 05, 2026, have executed the Registrar Agreement (i) consented to participate in the Offer as Selling Shareholders in the Offer for Sale; and (ii) in the case of certain Selling Shareholders, revised the number of Equity Shares proposed to be offered by them in the Offer for Sale, in each case by way of their respective consent letters dated February 05, 2026.
7. Further, the Selling Shareholders have revised the amount of shares offered by them in the Offer for Sale.
8. Accordingly, the Parties have now agreed to certain amendments to the terms of the Registrar Agreement, which amendments are being recorded in this Amendment Agreement.

NOW THEREFORE the Parties do hereby agree as follows:

1. Definitions and interpretations

- (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. In the event of any inconsistencies or discrepancies, the definitions in the Registrar Agreement shall prevail.
- (b) The rules of interpretation set out in Section 1 of the Registrar Agreement (Interpretation) shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.

2. Amendments to the Registrar Agreement

The Parties agree that Appendix A of the Registrar Agreement shall be substituted in its entirety with the following:

APPENDIX A

DETAILS OF THE SELLING SHAREHOLDERS

Name of the Investor Selling Shareholder	Number of Offered Shares*	Date of Resolution of Corporate Authorization	Date of Investor Selling Shareholders' consent letter
Vikasa India EIF I Fund	430,000	September 23, 2025	September 27, 2025
Tilokchand Punamchand Ostwal	222,222	Not applicable	September 15, 2025
Devendra Chawla	222,218	Not applicable	September 27, 2025
Bhanwar Lal Chandak	222,000	Not applicable	September 27, 2025
Ashish Maheshwari	222,000	Not applicable	February 05, 2026
Sreelekha Ganta	200,000	Not applicable	September 27, 2025
Padma Guntupalli	200,000	Not applicable	September 27, 2025
Vijay Gondi	180,000	Not applicable	September 27, 2025
Ideas And Journeys Private Limited	125,000	September 24, 2025	September 24, 2025
Bhautik Mukund Shah	140,000	Not applicable	September 27, 2025
Nilesh Pravinchandra Doshi	140,000	Not applicable	September 27, 2025
T Visalakshi	120,000	Not applicable	September 27, 2025
Hetal Chetan Mehta	111,110	Not Applicable	February 05, 2026
Rupesh Kumar Gupta	88,888	Not applicable	September 27, 2025
Sujitha Ravoori	60,000	Not applicable	September 15, 2025
Venil Shrikantbhai Siriya	50,000	Not applicable	September 27, 2025
Sangeeta Mukund Shah	50,000	Not applicable	September 27, 2025
Mukund Sevantilal Shah	50,000	Not applicable	September 27, 2025
Keni Manohar Ashok	40,000	Not applicable	February 05, 2026
Ansh Golas	44,444	Not applicable	September 27, 2025
Parul Gupta	44,444	Not applicable	February 05, 2026
Isha Gupta	44,444	Not applicable	February 05, 2026
Ravi Sankar Posani	30,000	Not applicable	September 27, 2025
Nidhi Srivastava	20,000	Not applicable	September 27, 2025
Devarapalli Jeevan Kaladhar	20,000	Not applicable	September 27, 2025
Veera Venkata Satyanarayana Murty Ambati	20,000	Not applicable	September 12, 2025
Neeraj Kasam	20,000	Not applicable	September 15, 2025
Mani Ranjitha Sarma	20,000	Not applicable	September 27, 2025
Vijaya Sagar Galla Chowdary	11,110	Not applicable	September 27, 2025
Venkat Prahalad Dinesh Tayi	10,000	Not applicable	September 12, 2025

3. Miscellaneous

- (a) The Registrar Agreement shall stand modified solely 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 Registrar Agreement. The Registrar Agreement read along with the 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.
- (b) This Amendment Agreement shall come into effect and be binding on and from the date of its execution, until such time as the Registrar Agreement is terminated in accordance with its provisions, as amended by this Amendment Agreement.
- (c) In case of any contradiction between the provisions of this Amendment Agreement and any of the clauses of the Registrar Agreement, this Amendment Agreement will prevail solely to the extent of such contradiction.
- (d) All terms of the Registrar Agreement, other than the terms amended by this Amendment Agreement, of the Registrar Agreement shall apply to this Amendment Agreement and are hereby incorporated by reference in their entirety herein *mutatis mutandis* in the manner set forth in the Registrar Agreement.
- (e) Each of the Parties to this Amendment Agreement represents that this Amendment Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding instrument, enforceable against it in accordance with its terms.
- (f) This Amendment Agreement may be executed in separate 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. Each Party agrees that this Amendment Agreement may be executed by delivery of a portable document format (PDF) copy of an executed signature page or by electronic signature (whatever form the electronic signature takes, subject to compliance with Applicable Law), which shall have the same force and effect as the delivery of an originally executed signature page and shall be as conclusive of the Parties' intention to be bound by this Amendment Agreement as if signed by each Party's manuscript signature. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed Amendment Agreement upon request, but a failure to do so shall not affect the enforceability of this Amendment Agreement.
- (g) If any provision/s of this Amendment Agreement is held to be prohibited by or invalid under Applicable Law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Amendment Agreement.
- (h) 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.

Details of selling shareholders mentioned in Offer Agreement shall be replaced with the following:

If to the Company:

SAI PARENTERAL'S LIMITED

Address: Plot No.39, 5th Floor, Lavanya Arcade,
Jayabheri Enclave, Gachibowli, K.V. Rangareddy,
Seri Lingampally, Telangana, India, 500032
Attention: Anil Kumar Karusala

If to the Investor Selling Shareholder:

Vikasa India EIF I Fund

Address: C/o IQ EQ Fund Services (Mauritius) Ltd., 33 Edith Cavell Street, Port Louis, 1134,
Mauritius
E-mail: rakhee@vikasacapital.com.com
Attention: Rakhee

Tilokchand Punamchand Ostwal

Address: 103, Falcon's Crest, G.D. Ambedkar Marg, Near Parel Tank, Parel Village. Parel Mumbai 400012
E-mail: OSTWALTP@GMAIL.COM
Attention: Tilokchand Punamchand Ostwal

Devendra Chawla

Address: A3 801 World Spa, East Sector 30, Gurgaon, Haryana
E-mail: devenchawla@rediffmail.com
Attention: Devendra Chawla

Bhanwar Lal Chandak

Address: 81 Sothern Avenue, Flat-8b, Arihant Garden, Kolkata- 700029
E-mail: chandak1955@gmail.com
Attention: Bhanwar Lal Chandak

Ashish Maheshwari

Address: 112, Rewa Apartments, Bhulabhai Desai Road, Mahalaxmi, Mumbai, P.O. Cumballa Hill, 400026
E-mail: finacc@keekomail.com
Attention: Ashish Maheshwari

Sreelekha Ganta

Address: , H.No.16-3-1632, Haranadhapuram Main Bus Stand, Nellore, Nellore Dargamitta, Andhra Pradesh
524003
E-mail: SREELEKHA011@GMAIL.COM
Attention: Sreelekha Ganta

Padma Guntupalli

Address: Kattaveripalem, Kondapi Mandel, Prakasam, Dist AP 523270
E-mail: mmguntupalli@gmail.com
Attention: Padma Guntupalli

Vijay Gondi

Address: 21, Laxmikunj, Pashan Road, Near Bhuvanewar Society, Pashan, Pune City, Pune, Maharashtra-411008

E-mail: VGONDI@HOTMAIL.COM

Attention: Vijay Gondi

Ideas And Journeys Private Limited

Address: Fl No 105, B Wing, Nirav Chs Ltd, Asha Nagar, Takur Complex, 90 Ft Rd, W Exp Highway, Nr Garden hotel, kandivali E Mumbai Mumbai City MH 400101 IN, Maharashtra

E-mail: d.bala@rkabra.in

Attention: Balasubramaniam Durgavarjhula

Bhautik Mukund Shah

Address: B-601, Gokul Building, Shimpoli, Road, Nr. Vaman Ashram Hall, Haridas Nagar, Mumbai-400092, Maharashtra

E-mail: bhautik_hunk@yahoo.co.in

Attention: Bhautik Mukund Shah

Nilesh Pravinchandra Doshi

Address: B-29, Pushpanjali BLDG. Jambli Gali, Opp. M. k. High School, Mumbai, Boravali West-400092, Maharashtra

E-mail: Nilesh.mumbai92@gmail.com

Attention: Nilesh Pravinchandra Dosh

T Visalakshi

Address: Flat No. 38, Door No. 5-86, TPRK Villa, BNR Hills, Raidurg Panmakatha Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad 500081, Telangana

E-mail: TPRKREDDY@GMAIL.COM

Attention: T Visalakshi

Hetal Chetan Mehta

Address: 801-802, Balaji Krupa, Plot No. 312, Telang Road, Opp. Lakhmshi Napoo Hall, Matunga East, Matunga, Mumbai, Maharashtra 400019

E-mail: hetalmehta1972@gmail.com

Attention: Hetal Chetan Mehta

Rupesh Kumar Gupta

Address: 3-4-174, Banglow No. 70, Ambience Fort, Pillar No. 125, Hyderguda, Hyderabad, Rangareddi- 500048

E-mail: ACCOUNTS@HARIOMPIPES.COM

Attention: Rupesh Kumar Gupta

Sujitha Ravoori

Address: 8-3-678, Pragathi Nagar, Ganapathi Complex, Yousufguda, Hyderbad, 500045

E-mail: sujitharavoori80@gmail.com

Attention: Sujitha Ravoori

Venil Shrikantbhai Siriya

Address: 603, Vatika Velle, Green City Road, Near Prathan, Ganesha Pal, VTC: Surat, Gujarat, Pin-395009

E-mail: vsiriya90@yahoo.com

Attention: Venil Shrikantbhai Siriya

Sangeeta Mukund Shah

Address: B-601, Gokul Haridas Nagar, Shimpoli Road, Borivali West, Mumbai-400092, Maharashtra
E-mail: sangeetashah2702@gmail.com
Attention: Sangeeta Mukund Shah

Mukund Sevantilal Shah

Address: B-601, Gokul Haridas Nagar, Shimpoli Road, Borivali West, Mumbai-400092
E-mail: bhautik_hunk@yahoo.co.in
Attention: Mukund Sevantilal Shah

Keni Manohar Ashok

Address: 2/27 Javeri House, DR Batliwala Road, Parel, Mumbai 400012 Maharashtra India
E-mail: manoharkeni2011@gmail.com
Attention: Keni Manohar Ashok

Ansh Golas

Address: 3-4-174, Banglow No. 70, Ambience Fort, Pillar No. 125, Hyderguda, Hyderabad, Rangareddi-500048
E-mail: ANSHGOLAS@GMAIL.COM
Attention: Ansh Golas

Parul Gupta

Address: 3-4-174, Banglow No. 70, Ambience Fort, Pillar No. 125, Hyderguda, Hyderabad, Rangareddi- 500048
E-mail: parulgolas@gmail.com
Attention: Parul Gupta

Isha Gupta

Address: 3-4-174, Banglow No. 70, Ambience Fort, Pillar No. 125, Hyderguda, Hyderabad, Rangareddi- 500048
E-mail: IGSMILENSHINE@GMAIL.COM
Attention: Isha Gupta

Ravi Sankar Posani

Address: Krishna 8-3-979/126, A Block F-403, Vishnu Splendor, Near HP Gas Godown Yellareddy Guda, Hyderabad-500073
E-mail: RAVI.POSANI@ADP.COM
Attention: Ravi Sankar Posani

Nidhi Srivastava

Address: Flat No. 102, Block 11, My HomeVihanga, Gachibowli, Hyderabad 500032
E-mail: NIDHISRIVASTAVA_99@YAHOO.COM
Attention: Nidhi Srivastava

Devarapalli Jeevan Kaladhar

Address: Mohan Rao, Flat No. 102, Surya Arcade, Kothaguda, K. V. Rangareddy, Telangana, 500084
E-mail: JEEVANJNET@GMAIL.COM
Attention: Devarapalli Jeevan Kaladhar

Veera Venkata Satyanarayana Murty Ambati

Address: 181, HIG- B, APHB Colony, DLF Road, Gachibowli, VTC: Gachibowli, K.V. Rangareddy, Telangana, 500032

E-mail: SATYA1.AMBATI@GMAIL.COM

Attention: Veera Venkata Satyanarayana Murty Ambati

Neeraj Kasam

Address: H No. 1-21-176/1, Plot No 48, Shreyas Nilayam, Ram chandraiah Colony, Venkatapuram, Behind GHMC Park, (4th road), Tirumalagiri, Hyderabad, Telangana- 500015

E-mail: neerajkasam@gmail.com

Attention: Neeraj Kasam

Mani Ranjitha Sarma

Address: C/o Varadraj Thirumaruluinjolai, residing at 61/A, Indrapuri Railway Colony, West Maredpalle, Nehrunagar, Maredpalle, Hyderabad, Telangana, 500026

E-mail: mani.r.sarma@gmail.com Attention: Mani Ranjitha Sarma

Vijaya Sagar Galla Chowdary

Address: H.No. 2-733/1, Santhinagar Colony, Kongareddy Palli, Chittoor, Gundupalle, Andhra Pradesh 517001

E-mail: SAGARGALLA87@GMAIL.COM

Attention: Vijaya Sagar Galla Chowdary

Venkat Prahalad Dinesh Tayi

Address: Villa No. SBI B9, Saket Bhusattva Gaudavelle, Medchal Malkajgin, Telangana 501401

E-mail: TAYI.V.P.DINESH@GMAIL.COM

Attention: Venkat Prahalad Dinesh Tayi

If to the Registrar

Bigshare Services Private Limited

Office No.,S6-2 6th floor, Pinnacle Business Park, next to Ahura Centre, Mahakali Caves Road, Andheri (East), Mumbai - 400093]

E-mail: ipo@bigshareonline.com

Attention: Jibu John

This signature forms an integral part of the amendment agreement to the Registrar Agreement entered into by and between the company, each Selling Shareholder and the Registrar.

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed for and on behalf of SAI PARENTERALS LIMITED




Authorized Signatory

Name: Anil Kumar Karusala
Designation: Managing Director

This signature page is an integral part of the Registrar Agreement entered by and amongst Sai Parenteral's Limited, the Investor Selling Shareholders, Arihant Capital Markets Limited

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

For or on behalf of Vikasa India EIF I Fund, Tilokchand Punamchand Ostwal, Devendra Chawla, Bhanwar Lal Chandak, Ashish Maheshwari, Sreelekha Ganta Padma Guntupalli, Vijay Gondi, Ideas And Journeys Private Limited, Bhautik Mukund Shah, Nilesh Pravinchandra Doshi, T Visalakshi, Hetal Chetan Mehta, Rupesh Kumar Gupta, Sujitha Ravoori, Venil Shrikanthbhai Siriya, Sangeeta Mukund Shah, Mukund Sevantilal Shah, Keni Manohar Ashok, Ansh Golas, Parul Gupta, Isha Gupta, Ravi Sankar Posani, Nidhi Srivastava, Devarapalli Jeevan Kaladhar, Veera Venkata Satyanarayana Murty Ambati, Neeraj Kasam, Mani Ranjitha Sarma, Vijaya Sagar Galla Chowdary and Venkat Prahalad Dinesh Tayi.



Authorized Signatory

Name: Anil Kumar Karusala

Designation: Managing Director

This signature forms an integral part of the amendment agreement to the Registrar Agreement entered into by and between the company, each Selling Shareholder and the Registrar.

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed for and on behalf of BIGSHARE SERVICES PRIVATE LIMITED

C. Rapheal



Authorized Signatory

Name: Babu Rapheal

Designation: Deputy General Manager