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INDIA NON JUDICIAL

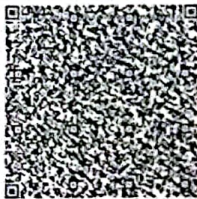
Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	: IN-DL68695617299029W
Certificate Issued Date	: 09-Oct-2024 01:42 PM
Account Reference	: IMPACC (IV)/ dl750503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL75050387368677561772W
Purchased by	: STAR IMAGING AND PATH LAB LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: STAR IMAGING AND PATH LAB LTD
Second Party	: SHARE INDIA CAPITAL SERVICES PVT LTD
Stamp Duty Paid By	: STAR IMAGING AND PATH LAB LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

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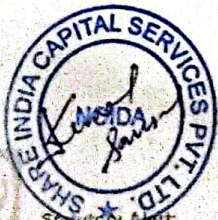


₹500

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IN-DL68695617299029W

This Stamp Paper forms an Integral part of the Issue Agreement executed Between Star Imaging and Path Lab Limited (Issuer Company) AND Share India Capital Services Private Limited AND Mr. Pawan Gupta (selling shareholder) (BRUM)



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1. The authenticity of this Stamp certificate should be verified at 'www.e-stamp.com' or using e-Stamp Mobile App of Stock Holding
Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

ISSUE AGREEMENT

FOR INITIAL PUBLIC ISSUE OF

STAR IMAGING AND PATH LAB LIMITED

(Formerly known as Star Imaging & Path Lab Private Limited)

BETWEEN

STAR IMAGING AND PATH LAB LIMITED

(Formerly known as Star Imaging & Path Lab Private Limited)

(Issuer Company)

AND

MR. PAWAN GUPTA

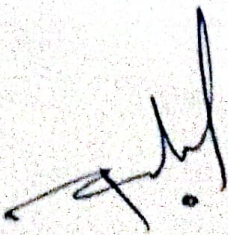
(Selling Shareholder)

AND

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED

(Book Running Lead Manager)

DATED: 20TH FEBRUARY 2025

A handwritten signature in black ink, appearing to be 'P. Gupta', is located at the bottom left of the page.

**ISSUE AGREEMENT BETWEEN THE BOOK RUNNING LEAD MANAGER TO THE
ISSUE AND THE ISSUER COMPANY**

THIS ISSUE AGREEMENT made at Delhi on 20th February 2025 Between

STAR IMAGING AND PATH LAB LIMITED (formerly known as "Star Imaging and Path lab Private Limited"), (CIN: U85110DL2004PLC126679) a Company incorporated under the Companies Act, 1956 and having its Registered Office at 4B/4, Tilak Nagar, Near Sant Pura, New Delhi, Tilak Nagar West Delhi, New Delhi, India, 110018 (hereinafter referred to as "Star Imaging and Path Lab Limited", or "Issuer Company") which expression shall, unless it be repugnant the context or meaning thereof be deemed to mean and include its successor; and permitted assigns, of the **FIRST PART;**

AND

MR. PAWAN GUPTA, selling shareholder of **STAR IMAGING AND PATH LAB LIMITED** for the proposed initial public offer of upto 48,92,000 equity shares of face value of Rs. 10/- each ("equity shares") of Star Imaging and Path Lab Limited ("Star" or "Issuer Company" or "the Issuer") for cash at a price of Rs. [●] per equity shares (including premium of Rs. [●] per equity shares) aggregating to [●] Lakhs ("the offer") comprising of a fresh issue up to 39,20,000 equity shares aggregating to Rs. [●] Lakhs ("the fresh Issue") and offer for sale of up to 9,72,000 equity shares by the selling shareholder- Mr. Pawan Gupta to [●] Lakhs ("selling shareholder"), of the **SECOND PART;**

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, a Company incorporated under Companies Act, 2013 and having SEBI registration number INM000012537 and having its registered office at A-15, Basement, Sector-64, Gautam Buddha Nagar, Noida – 201301, Uttar Pradesh, India (hereinafter referred to as "Share India" or "Book Running Lead Manager" or "BRLM"), 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 Issuer Company, Selling Shareholder and the BRLM are collectively referred to as "Parties" and individually as "Party".

WHEREAS:

1. The Company proposes an Initial Public Issue of upto 48,92,000 equity shares of face value ₹ 10.00 each at an issue price of ₹ [●] each (including a premium of ₹ [●] each) comprising of a fresh issue up to 39,20,000 equity shares aggregating to Rs. [●] Lakhs ("the fresh Issue") and offer for sale of up to 9,72,000 equity shares by selling shareholders- Mr. Pawan Gupta ("offer for sale") of aggregation to ₹ [●] Lakhs through book-built method ("Book Built Method") in accordance with Chapter IX of SEBI (ICDR) Regulation, 2018 and applicable Indian Securities law ("The Issue").
2. The Shares to be issued for allotment in this issue comprise Market Maker Reservation Portion Up to 4,80,000 Equity Shares of Rs. 10/- (Rupees Ten Only) each (the "Market Maker Reservation Portion") and Reservation for Eligible employees is upto 52,000 Equity Shares aggregating to [.] Lakhs (Constituting 0.299% of the Post issue paid up equity share capital of our company). Net offer to the Public Up to 43,60,000 Equity Shares (The "Net Offer", Collectively the "Offer"). The net offer to the public shall comprise of the issue to QIB, Non-Institutional Applicants, and Retail Individual Applicants as well. The Offer and the Net Offer will constitute [●]% and [●]% respectively off the post issue paid up equity share capital of the issuer company.



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each at price of [●] per equity shares (including premium of % [●] per equity share) aggregating to [●] is hereinafter referred to as the "Net Offer". The Offer and the Net Offer will constitute [●]% and [●]% respectively off the post issue paid up equity share capital of the issuer company.

3. The Offer shall be conducted through Book Building pursuant to Regulation 229 and 253 of the SEBI (ICDR) Regulations, 2018, pursuant to which the Equity Shares are to be offered at the Offer Price of [●] per Equity Share (including premium of [●] per Equity Share).
4. The Board of Directors of the Company, pursuant to a resolution dated November 12, 2024 and has authorized the Offer. Further, the shareholders of the Company pursuant to a special resolution in accordance with Section 62(1)(c) and Section 28 of the Companies Act, 2013 have approved the Fresh Issue and Offer for Sale at the extraordinary general meeting of the shareholders of the Company held on November 15, 2024
5. The Issuer has approached the Book Running Lead Manager to manage the issue and the Book Running Lead Managers have accepted the engagement inter-alia, subject to the Issuer entering into an agreement for the purpose being these presents.
6. The agreed fees and expenses payable to the Book Running Lead Manager for managing the offer are set forth in the Mandate/Engagement Letter.
7. Pursuant to Regulation 244 (5) of the SEBI (ICDR) Regulations, 2018 the Book Running Lead Managers is required to enter into this Offer Agreement with the Company and Selling Shareholders.

NOW, THEREFORE, the Issuer Company, Selling Shareholder and BRLM do hereby agree as follows: -

Share India Capital Services Private Limited will be acting as the Book Running Lead Managers to the issue.

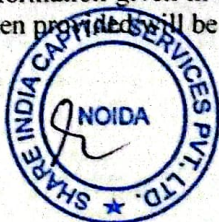
1. The Issuer hereby represents that: -

(a) It has complied with or agrees to comply with all the statutory formalities under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, the Companies Act 2013, as applicable and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "the Board™") and other relevant statutes relating to the offer,

(b) All statements made in the Draft Red Herring Prospectus or the Red Herring Prospectus and the Prospectus shall be complete in all respects and shall be true and correct.

2. The Issuer in respect of the following matters hereby covenants that: -

- a) All necessary information shall be made available to the Book Running Lead Manager and that under no circumstances; it shall neither give nor withhold any information which is likely to mislead the investors.
- b) To furnish all documents to enable the Book Running Lead Manager to corroborate the information given in the draft red herring prospectus/red herring prospectus/prospectus have been provided will be provided.



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- c) The Company shall, if so required, extend such facilities as may be called for by the BRLM to enable it to visit the plant site, office of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company including the progress made in respect of the project implementation, status and other facts relevant to the Issue.
 - d) To extend necessary facilities to Book Running Lead Manager to interact on any matter relevant to the issue with the solicitors or legal advisors, auditors, consultants, advisors to the issue, public financial institutions, scheduled commercial banks or any other organization and any other intermediary associated with the offer.
 - e) To provide details and particulars of statutory compliances which have to be fulfilled before the offer.
 - f) Issuer Company will arrange for letter of comfort from statutory auditors of the company.
3. The Issuer shall ensure that all advertisements released in connection with the issue conform to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the Book Running Lead Manager from time to time and that it shall not make any misleading or incorrect statement in any public communication or publicity material including corporate product and issue advertisements of the Issuer. The interviews by its promoters, directors, duly authorized employees or representatives of the Issuer, documentaries about the Issuer or its promoters, periodical reports and press releases issued by the Issuer or research report made by the Issuer, any intermediary concerned with the issue or their associates or at any press, brokers® or investors' conferences shall also conform to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.
 4. The Issuer shall not, without the prior consent of the Book Running Lead Manager, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the issue such as advertising agencies, printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates or any other instruments, circulars, or advices.
 5. The Issuer shall, whenever required and wherever applicable, in consultation with the Book Running Lead Manager, enter into an agreement with the intermediaries associated with the offer, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the Book Running Lead Manager.
 6. The Issuer shall take such steps as are necessary to ensure completion of allotment and dispatch of letters of allotment/credit to demat accounts/refund/unblocking of funds to the applicants including non-resident Indians soon after the basis of allotment is approved by Designated Stock Exchange/s but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act as disclosed in the Red Herring Prospectus/Prospectus.
 7. The Issuer shall take steps to pay fees, Underwriting Commission and Brokerage to the underwriters, stockbrokers, SCSBs, registered intermediaries, book running lead manager etc., within the time specified in any agreement with such intermediaries or within a reasonable time.
 8. The Issuer undertakes to furnish such information and details regarding the offer as may be required by the Book Running Lead Manager to enable them to file a report with the Board or place it on their websites.
 9. The Issuer shall keep the Book Running Lead Manager informed if it encounters any problems due to dislocation of communication system or any other material adverse circumstance which is



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[Signature]

likely to prevent or which has prevented the Issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of certificate, demat credit, making refunds/unblocking of funds share/debenture certificates etc.

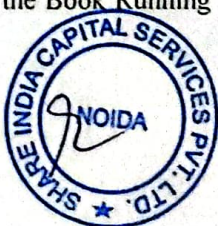
10. The Issuer shall not resort to any Legal Proceedings in respect of any matter having a bearing on the issue except in consultation with and after receipt of advice from the Book Running Lead Manager.
11. The Issuer shall refund/unblock the moneys raised in the offer of the applicants, if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The Issuer shall pay requisite interest amount if so, required under the Jaws or direction or order of the Board.
12. The BRLM shall have the right to withdraw from the Issue at any time prior to the issue opening date if it is felt that it is against the interest of the investors i.e. if BRLM finds non-compliance of SEBI (ICDR) Regulation, 2018 and any other major violations of the Laws of the Land by the Issuer and the Issuer related entities.
13. The Issuer and Selling Shareholders shall not access the moneys raised in the issue till finalization of the basis of allotment or completion of issue formalities connection with, the provision of the services. This provision shall survive the termination of the engagement for any reason.
14. The services rendered by BRLM are on best efforts basis and in an advisory capacity. BRLM shall not be held responsible for any acts or omissions by the Company.
15. BRLM shall have the right:
 - a. To call for complete details from the promoters of all firms in which the Company and their promoters / directors are connected in any way.
 - b. To call for any reports, documents, papers, information etc., necessary from the Company to enable it to certify that the statements made in the Issue are true and correct;
 - c. To withhold submission of the Draft Issue Document /Issue Document to SEBI/ Designated Stock Exchange in case any of the particulars, information, etc., called for is not made available by the company

Conflict of Interest:

Subject to confidentiality restrictions set forth herein, the Book Running Lead Manager and its affiliates shall have the right to render similar services to any third parties, even if such parties are in competition with the Issuer Company.

Confidentiality:

The reports, letters, information and advice provided by the Book Running Lead Manager to the Issuer Company during this engagement are given in confidence solely for the purpose of this engagement and are provided on the condition that the Issuer Company undertakes not to disclose these, or any other confidential information made available to the Issuer Company by the Book Running Lead Manager during the course of work, to any third party (being a party



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other than those to whom the report, letter, information or advice is addressed) without prior written consent of the Book Running Lead Managers.

Termination/ Breach (its conditions and the consequences):

The agreement shall be valid for a period of one year from the date of signing of agreement and may be extended for a further period by mutual agreement between the parties.

Notwithstanding the above, the agreement shall terminate on the occurrence of any of the following:

- Mutual Consent between Our Company & Share India; or
- By either Our Company or Share India upon giving 60 days written notice thereof to the other party; or
- By Completion of the Transaction; or
- If Our Company decided not to proceed with the Transaction, on receipt of such information by Share India.

In case of expiry of the Agreement or in case the Company terminates this Agreement, the Agreement incurred by Share India Services Private Limited up to the date of termination of the Agreement will only be considered valid.

Notwithstanding the above, if the IPO is not proceeded with or is abandoned by the Company before filing but after completion of preparation of the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus, the fees upon Filing of the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus shall be payable to Share India Services Private Limited by the Company. Similarly, after receipt of Stock Exchange approval, if Company does not proceed with the IPO, 50% of the remaining fees shall be payable to Share India Services Private Limited by the Company.

Force Majeure:

Neither the Company nor the Book Running Lead Manager shall be liable in any way for failure to perform nor delay in performing their respective obligations under this engagement, if the failure or delay is due to causes outside the reasonable control of the party which has failed to perform.

Entire Agreement:

This Engagement Letter contains the entire agreement of the parties hereto, is in lieu of all other compensation arrangements, and supersedes all prior understandings between SICSP and the Issuer Company with regard to the Services. The agreements herein may be changed only by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.




Governing Law and Jurisdiction:

These terms of business shall be governed by and construed in accordance with the laws of India and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of Delhi courts.



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In Witness Whereof the parties hereto have set their hands on this 20th February 2025

<p>For, Star Imaging And Path Lab Limited</p>  <p>Mr. Pawan Gupta Managing Director DIN : 00281197</p>	<p>Witness: Name: <u>KARAN CHADHA</u> Address: <u>A-27, MERRABAHI</u> <u>Poshumi Vihar, Delhi-82</u> Signature: <u>[Signature]</u></p>
<p>For, Share India Capital Services Private Limited</p>  <p>Mr. Kunal Bansal (Authorized Signatory)</p>	<p>Witness: Name: <u>AYUSH JAIN</u> Address: <u>902-B, T-18, PANCHHEEL WE-</u> <u>LINGTON, CROSSING REPUBLIC, GZB.</u> Signature: <u>[Signature]</u></p>
<p>For and on behalf of Mr. Pawan Gupta</p>  <p>Selling Shareholder</p>	<p>Witness: Name: <u>SANDEEP MONAN MEMA.</u> Address: <u>PP-47, PITAM PURA,</u> <u>NEW DELHI-110034</u> Signature: <u>[Signature]</u></p>