



महाराष्ट्र MAHARASHTRA

2023

CF 288345

कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी करणाऱ्यास व महिन्यात वापरणे बंधनकारक आहे

अनुक्र. 42032 दि. 9/1/2023 मु.शु.रकम. 500

वरतत्वा प्रकार चरित्रनामा

वरत नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन

मुद्रांक दिकत घेणाऱ्याचे नांव पायोदेक इंडस्ट्रीज लि.

पत्ता पिंपरी पुणे

दस्तावेज पदाकाराचे नांव Beeline Capital Advisors Private Ltd.

हस्तो व्यक्तीचे नांव शमश अलकस

मुद्रांक दिकत घेणाऱ्याची सही

सौ. व्ही. बी. शिंदे
परवाना क्र. 2209942
विठ्ठलवाडी, आकुडी, पुणे-34

बरेल कोषागार अधिकारी
पुणे
05 JAN 2024
प्रथम मुद्रांक लिपीक
कोषागार पुणे करिता

UNDERWRITING AGREEMENT

DATED JANUARY 19, 2024

AMONGST

PIOTEX INDUSTRIES LIMITED
(Issuer Company)

AND

BEELINE CAPITAL ADVISORS PRIVATE LIMITED
(Lead Manager & Underwriter)



Handwritten signatures of the issuer and the underwriter.

UNDERWRITER AGREEMENT

This Underwriter agreement is made and entered into at Ahmedabad, Gujarat on this January 19, 2024 between:

PIOTEX INDUSTRIES LIMITED, a Company incorporated under the Companies Act, 2013 and having its Registered Office at F/II Block, Plot No. 16/2, M.I.D.C., Pimpri, Pune Maharashtra- 411018, India (hereinafter referred to as **"The Company"**/ **"The Issuer"**/ **"PIL"**), 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 **FIRST PART**)

AND

BEELINE CAPITAL ADVISORS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 and having its office at B 1311-1314, Thirteenth Floor, Shilp Corporate Park, Rajpath Rangoli Road, Thaltej, Ahmedabad- 380054, Gujarat, India. (Hereinafter referred to as **"BEELINE"** or **"Lead Manager"** and **"Underwriter"** 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**)

In this Underwriting Agreement, the PIL and BEELINE are collectively referred to as "Parties" and individually as "Party".

WHEREAS:

- A. The Issuer Company is proposing an Initial Public Issue of 15,39,600 Equity Shares of the Company (**"Equity Shares"**) having face value of Rs.10/- each (the **"Issue Shares"**) in accordance with the Chapter IX of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (hereinafter referred to as the **"SEBI ICDR Regulations"**) and applicable Indian securities laws at an Issue price (**"Issue Price"**) of Rs. 91/- per share aggregating to Rs. 1401.04 Lakhs (**"Issue"** or **"Public Issue"**).
- B. The shares to be issued for allotment in this issue comprise a net issue to the public of 14,61,600 Equity Shares of face value of Rs.10/- each (the **"Net Issue"**) at an issue price of Rs. 91/- per equity share aggregating Rs. 1330.06 Lakhs and a reserved portion for the Designated Market Maker of 78,000 Equity shares of face value of Rs.10/- each at an issue price of Rs. 91/- per equity share (the **"Market Maker Reservation Portion"**), (collectively the **"Issue"**). The Net Issue to Public shall comprise of Issue to Non-Retail Applicants and Retail Applicants.
- C. The Public issue shall be conducted through Fixed Price method/process, pursuant to which the shares are to be offered at the Issue price of Rs. 91/- per share.
- D. The Issuer Company has obtained approval for the Issue pursuant to the Board resolution dated September 14, 2023. The Issuer Company passed a special resolution under section 62(1)(C) at the Extra Ordinary General Meeting held on September 15, 2023 which collectively authorized the Issuer Company's Directors, or any other authorized representative, for the purpose of the Public Issue, to issue and sign the Draft Prospectus, the Prospectus, this Agreement, the Memorandums of understanding, any amendments or supplements thereto and any and all other writings as may be legally and customarily required in pursuance of the Issue and to do all acts, deeds or things as may be required.
- E. One of the requirements of issuing shares to the Public in accordance with the Chapter IX of the SEBI (ICDR) Regulations, 2018, as specified in Regulation 260 of the said Regulations is that the Issue shall be hundred percent underwritten and that the Lead Manager shall underwrite at least 15% of the total Issue, BEELINE, being the Lead Manager to the Issue.



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- F. BEELINE is a Registered Stock Broker / Trading Member of BSE having SEBI registration number INM000012917 and has received its registration confirmation from the SME Platform of BSE (BSE SME). The Issuer Company has approached BEELINE for being appointed as Lead Manager, and Underwriter for this Public Issue. BEELINE has accepted such proposal and confirm that there is no conflict of interest arising from such transaction or arrangement.
- G. Hence, BEELINE shall act as Underwriters to this Issue and all the parties herein have therefore agreed to enter into this agreement for the purpose of underwriting and amongst the other things as required under regulation 14 of SEBI (Underwriters) Regulations 1993.

NOW, THEREFORE IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In addition to the defined terms contained elsewhere in the Agreement, the following expressions, as used in this Agreement, shall have the respective meanings set forth below:

"Affiliates" with respect to any person means (a) any persons that directly or indirectly, through one or more intermediaries, control or are controlled by or are under common control with, the specified person.

"Allotment" shall mean the issue and allotment of Issue Shares pursuant to the Public Issue.

"Agreement" shall mean this agreement or any other agreement as specifically mentioned.

"Application" shall mean an indication to make an offer during the Application Period by a prospective investor to subscribe to the Offer shares at the issue price, including all revisions and modifications thereto.

"Application Amount" shall mean the Issue Price indicated in the Application Form and payable by an Applicant on submission of the Application in the Issue.

"Application Form" shall mean the form in terms of which the Applicant shall make an offer to subscribe to the Offer shares and which will be considered as the application for Allotment of the Offer Shares in terms of the Draft Prospectus.

"Applicant" shall mean any prospective purchaser who has made an application in accordance with the Draft Prospectus and/or the Prospectus.

"Application" shall mean the form in terms of which the Applicant shall make an offer to subscribe to the Offer shares and which will be considered as the application for Allotment of the Offer Shares in terms of the Draft Prospectus.

"Application / Issue Closing Date" shall mean any such date on completion of the application hours after which the collection Bankers will not accept any Applications for the Offer, which shall be notified in a widely circulated English National Newspaper and a Hindi National Newspaper and a regional Newspaper.

"Application / Issue Opening Date" shall mean any such date on which the Collection Bankers shall start accepting Applications for the Issue, within the Application hours which shall be the date notified in a widely circulated English National Newspaper and a Hindi National Newspaper and a regional Newspaper.

"Application Period" shall mean the period between the Application Opening Date and the Application Closing Date (Inclusive of both dates) and during which prospective Applicants can submit their Applications.



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“**Closing Date**” shall mean the date of allotment of the Offer Shares by the Company, in accordance with the prospectus, which date will not be later than 90 days after application opening date, unless otherwise mutually agreed in writing between the LM and the Issuer Company.

“**Companies Act**” shall mean the Indian Companies Act, 1956 and/or the Companies Act, 2013, as amended from time to time.

“**Controlling**”, “**Controlled by**” or “**Control**” shall have the same meaning prescribed to the term “control” under the SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011, or as amended.

“**Controlling Person(s)**” with respect to specified person, shall mean any other person who Controls such specified person.

“**Draft Prospectus**” shall mean the Draft Prospectus of the Company which is file with BSE SME in accordance with Section 23, 26 & 32 of the Companies Act.

“**Indemnified Party**” shall have the meaning given to such term in this Agreement.

“**Indemnifying Party**” shall have the meaning given to such term in this Agreement.

“**Issue Agreement**” shall mean the agreement dated September 21, 2023 entered between the Issuer Company and Lead Manager.

“**Issue Price**” means share of face value of Rs.10 each at premium of Rs. 81.00 per share.

“**Issue Shares**” means the Issuer Company proposes to issue 15,39,600 Equity Shares having face value of Rs. 10/- each at an issue price of Rs. 91/- each in accordance with the Chapter IX SEBI (ICDR) Regulations 2018.

“**Issue / Offering**” shall mean issue 15,39,600 Equity Shares having face value of Rs. 10 each (the “**Issue Shares**” or “**Offer Share**”) in accordance with the Chapter IX SEBI (ICDR) Regulations 2018, (as defined herein) and applicable Indian securities laws at an Issue Price (“**Issue Price**”) of Rs. 91/- per share aggregating to Rs. 1401.04 Lakh.

“**LM**” shall have the meaning given to such term in the preamble to this Agreement and “**LM**” shall mean the lead managers to the issue, or Beeline Capital Advisors Private Limited.

“**Market Maker Reservation Portion**” shall mean the reserved portion for the Designated Market Makers of 78,000 Equity shares of face value Rs.10 each at Issue Price of Rs. 91.00 each aggregating to Rs. 70.98 Lakh which will subscribe by Spread X Securities Private Limited as Market Maker.

“**Material Adverse Effect**” shall mean, individually or in the aggregate, a material adverse effect on the condition, financial or otherwise, or in the earnings, business, management, operations or prospects of the Company and its subsidiaries, taken as a whole.

“**Net Issue**” the fresh issues of equity shares, shares to be offered in this Public Issue comprise a Net Issue to the Public of 14,61,600 Equity Shares of face value of Rs. 10/- each at Issue Price of Rs.91/- per equity shares aggregating to Rs. 1330.06 Lakh.

“**BSE**” shall mean Bombay Stock Exchange of India Limited a recognized stock exchange having nationwide terminals.

“**Non-Institutional Applicants**” shall mean all applicants other than QIBs or Retail Applicants and who have applied for Equity shares for an amount more than Rs. 2,00,000.



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“**Offer Document**” shall mean and include the Draft Prospectus and the Prospectus as and when approved by the Board of Directors of Issuer Company and filed with BSE SME.

“**Party**” or “**Parties**” shall have the meaning given to such terms in the preamble to this Agreement.

“**Prospectus**” shall mean the Prospectus of the Company which will be filed with BSE / SEBI/ ROC and other in accordance with Section 32 of the Companies Act after getting in-principle listing approval but before opening the issue.

“**Public Issue Account**” shall mean the Account as and when opened by the Issuer Company with a designated Banker to the Issue in order to collect the subscription monies procured from this Issue of Shares.

“**Qualified Institutional Buyers**” or “**QIBs**” shall have the meaning given to such term under the SEBI (ICDR) Regulations, 2018.

“**Registrar**” shall mean Cameo Corporate Services Limited, a company within the meaning of the Companies Act, 1956 and having its office at Selenium No.01, Club House Road, Mount Road, Chennai-600002, India.

“**Retail Applicants**” shall mean individual applicants (includes HUFs and NRIs) who have applied for equity shares for an amount not more than Rs. 2,00,000, in any of the application options in the Offer.

“**SEBI**” shall mean the Securities and Exchange Board of India.

“**SEBI (ICDR) Regulations 2018**” shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended and as applicable to the Offering.

“**SME Platform of BSE (BSE SME)**” shall mean the separate platform for listing companies which have issued shares or match the relevant criteria of Chapter IX of the SEBI (ICDR) Regulations, 2018 as amended from time to time, opened by the BSE.

“**Stock Exchange**” shall mean BSE.

“**Underwriters**” shall mean BEELINE.

1.2 In this Agreement, unless the context otherwise requires:

- (a) word denoting the singular shall include the plural and vice versa;
- (b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- (c) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (d) references to the word “include” or “including” shall be construed without limitation;
- (e) references to this Issue Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Issue Agreement or to such other agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or noted;
- (f) any reference to any Party to this Issue Agreement, or any other agreement, deed or instrument shall include its successors, heirs or permitted assigns;



- (g) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- (h) references to a Section, Paragraph or Annexure is, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Issue Agreement; and

capitalized terms used in this Agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Prospectus and the Prospectus.

2. UNDERWRITING

On the basis of the representations and warranties contained in this Agreement and subjects to its terms and conditions, the Underwriters hereby agrees to underwrite and / or procure subscription for the Issue shares in the manner and on the terms and conditions contained elsewhere in of this Agreement and as mentioned below:

2.1 Following will be the underwriting obligations of each respective under:

Details of the Underwriter	No. of shares underwritten	Amount Underwritten (Rs. In Lakhs)	% of the Total Issue Size Underwritten
Beeline Capital Advisors Private Limited	15,39,600*	1401.04	100.00%
Total	15,39,600	1401.04	100.00%

*Includes 78,000 Equity shares of Rs.10.00 each for cash of the Market Maker Reservation Portion which are to be subscribed by the Spread X Securities Private Limited.

- 2.2 The Issuer Company shall before deliver to the Registrar of Companies (hereinafter referred to as "ROC") make available to the underwriters a copy of the Prospectus, which shall be as modified in the light of the observations made by BSE while issuing the in-principal approval letter. The underwriters shall before execute their obligations under this agreement satisfy themselves with the terms of the issue and other information and disclosures contained therein.
- 2.3 The Company agrees that, if after filing of Prospectus with the ROC any additional disclosures are required to be made in the interest of the investors in regards to any matter relevant to the issue, the company shall with such requirements as may be stipulated by BSE or SEBI or the Lead Manager and compliance of such requirements shall be binding on the underwriter; provided that such disclosures shall not give a right to the underwriter to terminate or cancel its underwriting obligations unless such subsequent disclosures are certified by BSE or SEBI as being material in nature and essential for the contract of underwriting; the question whether or not such subsequent disclosures are material in nature, the decision of BSE or SEBI shall be final and binding on both the parties.
- 2.4 The subscription list for the public issue shall open not later than three months from the date of this agreement or such extended period(s) as the underwriters may agrees to in writing. The subscription list shall be kept open by the company for a minimum period of 3 working days and if required by the underwriter, the same may be kept open upto a maximum of 10 calendar days failing which the underwriter shall not be bound to discharge the underwriting obligations under this agreement.
- 2.5 The application bearing the stamp of the underwriter or as the case may be the sub-underwriter whether made on their own behalf or otherwise shall be treated in the same manner as the applications received directly from the members of the public and, in the event of the issue being oversubscribed, such applications shall be treated on par with those received from the public and under no circumstances, the applications bearing the stamp of the underwriter or the sub-underwriter shall be given any preference or priority in the matter of allotment of the offer shares.



- 2.6 There is no provision for inter-changeability of the underwriting obligation i.e. BEELINE shall have to underwrite their respective obligations as stated in 2.1 of this agreement and that they shall not be allowed to interchange any portion of the said obligations. All the applications made by any applicant except by BBL in its "OWN" account shall be construed to be part of the "Net Issue" applications. In case of shortage in any of the specific portion (i.e. Market Maker Reservation Portion and the Net Issue Portion), the other Underwriter shall not be liable for any damages or losses as long as it has completed its individual obligations stated in 2.1 of this agreement.
- 2.7 Hence, w.r.t the Market Maker Reservation Portion, it is compulsory that the Market Maker i.e. SSPL subscribe to the specific portion of the Issue set aside as "Market maker Reservation Portion" as it needs to be subscribed in its own account in order to claim compliance with the requirements of Regulation 261 of the SEBI (ICDR) Regulations, 2018 as amended from time to time. Hence, it is prudent that SSPL ensure that its portion of 78,000 equity shares is subscribed prior to the Closure of the Issue and that there are no relevant shortages in the same.
- 2.8 Only the Underwriter for the "Net Issue" shall be entitled to arrange for sub-underwriting of its underwriting obligation on his own account with any person or persons on term to be agreed upon between them. Notwithstanding such arrangement, the Underwriters shall be primarily responsible for sub-underwriting and any failure or default on the part of the sub-underwriters to discharge their respective sub-underwriting obligations, shall not exempt or discharge the underwriter of his underwriting obligation under this agreement.
- 2.9 If the Net Issue is undersubscribed, BEELINE being the Underwriters for such portion shall be responsible to subscribe/ procure subscription to the unsubscribed shares. However, provided that such obligation shall not exceed the amount mentioned in clause 2.1 above.
- 2.10 The said underwriting obligations for each underwriter in case of shortage in its respective portions shall be discharged in the manner mentioned below:
- a) the Company shall within 30 days after the date of closure of subscription list communicate in writing to the respective underwriter, the total number of shares remaining unsubscribed, the number of shares required to be taken up by the underwriter or subscription to be procured therefore by the underwriter.
 - b) the Company shall make available to the respective underwriter, the manner of computation of underwriting obligation and also furnish a certificate in support of such computation from the company's auditors.
 - c) the respective underwriter on being satisfied about the extent of devolvement of the underwriting obligation, shall immediately and in any case not later than 30 days after receipt of the communication under sub-clause (a) above, in the manner specified in clauses 2.7, 2.8 and elsewhere in this agreement, make or procure the applications to subscribe to the shares and submit the same together with the application moneys to the Company in its Public Issue Account opened specifically for this Issue.
 - d) in the event of failure of the underwriter to make the application to subscribe to the shares as required under clause (c) above, the Company shall be free to make arrangements with one or more persons to subscribe to such shares without prejudice to the rights of the Company to take such measures and proceedings as may be available to it against the underwriter including the right to claim damage for any loss suffered by the Company by reason of failure on the part of the underwriter to subscribe to the shares as aforesaid.
- 2.11 The Company is free to quantify the damage being a multiple of the value of the shares not subscribed by the respective underwriter.



3. REPRESENTATIONS AND WARRANTIES BY THE UNDERWRITERS

- 3.1 Net worth of the Underwriter.** The underwriter(s), hereby declares that they satisfy the Net Worth/ Capital Adequacy Requirements specified under the SEBI (Underwriter) Rules and Regulations, 1993 or the bye-laws of the stock exchange of which the underwriter is a member and that he is competent to undertake the underwriting obligations mentioned in clause 2 hereinabove.
- 3.2 Registration with the SEBI:** The underwriter(s) hereby declares that the underwriters being Merchant Banker or stock Brokers are entitled to carry on the business as an underwriter without obtaining a separate certificate under the SEBI (Underwriters) Regulations 1993 framed under the SEBI Act.
- 3.3** The Underwriters confirm to the Company that they are responsible and liable to the Company, for any contravention of the SEBI Act, rules or regulations thereof. The Underwriters further confirm that they shall abide with their duties, function, responsibilities and obligations under the SEBI (Merchant Bankers) Regulations, 1992 and the SEBI (Underwriters) Regulations 1993.
- 3.4** In addition to any representations of the Underwriter(s) under the Regulation of Document filed with SME Platform of BSE (BSE SME), the Underwriter(s) hereby represents and warrants that:
- It has taken all necessary actions to authorize the signing and delivery of this agreement;
 - The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Underwriter.
 - It will comply with all of its respective obligations set forth in this Agreement.
 - It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of BSE w.r.t underwriting in general and underwriting this Public Issue in specific.
 - It shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time.
- 3.5** The Underwriter(s) acknowledge that it is under a duty to notify the Issuer Company and the SME Platform of BSE immediately in case it become aware of any breach of a representation or warranty

4. REPRESENTATIONS AND WARRANTIES BY THE ISSUER COMPANY

- 4.1 Warranty as to statutory and other approvals.** The Company warrants that all consent, sanctions, clearance, approvals, permissions, licenses, etc., in connection with the public issue as detailed in the prospectus or required for completing the prospectus have been obtained or will be obtained and the same shall remain effective and in force until the allotment of all the shares/ debenture are completed.
- 4.2** In addition to any representations of the Issuer under the Prospectus the Issuer Company hereby represents and warrants that:
- It has taken all necessary actions to authorize the signing and delivery of this agreement;
 - The signing and delivery of this agreement and the compliance with this agreement does not violate any law, rule, regulation or agreement, document or instrument binding on or applicable to the Issuer Company.
 - It will comply with all of its respective obligations set forth in this Agreement



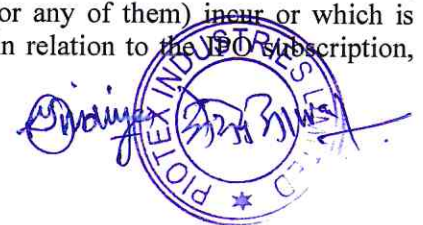
- d) It shall ensure compliance with the applicable laws and rules laid down by the SEBI and the SME Platform of BSE with respect to the role of the Issuer Company in the Market Making process in general and Market Making in the shares of **PIOTEX INDUSTRIES LIMITED**, in specific.
- e) It shall follow fair trade practices and abide by the code of conduct and ethics standards specified by SEBI, Stock Exchanges and other related associations from time to time.
- 4.3 The Issuer Company acknowledges that it is under a duty to notify the Underwriters and the SME Platform of BSE immediately in case it becomes aware of any breach of a representation or a warranty.

5. CONDITIONS OF THE UNDERWRITERS' OBLIGATIONS

- 5.1 The several obligations of the Underwriter(s) under this agreement are subject to the following conditions:
- a) Subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any regulatory changes, or any development involving a prospective regulatory changes or any order or directive from SEBI, the SME Platform of BSE or any other governmental, regulatory or judicial authority that, in the judgment of the Underwriter(s), is material and adverse and that makes its, in the judgment of the Underwriter(s), impracticable to carry out Underwriter(s) obligations.
- b) Subsequent to the execution and delivery of this Agreement and prior to the Issue Closing Date there shall not have occurred any change, or any development involving a prospective changes, in the condition, financial or otherwise, or in the earnings, business, management, properties or operations of the Company and its subsidiaries, taken as a whole, that, in the judgment of the LM, is material and adverse and that makes it, in the judgment of LM, impracticable to market the Offer Shares or to enforce contracts for the sale of the Offer Shares on the terms and in the manner contemplated in the Offering Documents.
- c) If the Underwriter(s) are so notified or become aware of any such filing, communication, occurrence or event, as the case may be, they may give notice to the company to the effect, with regard to the Offer shares this agreement shall terminate and cease to have effect, subject as set out herein.
- d) The representations and warranties of the Issuer Company contained in this Agreement shall be true and correct on and as of the Issue Closing Date and that the Issuer Company shall have complied with all the conditions and obligations under this Agreement and the Issue Agreement dated September 21, 2023 on its part to be performed or satisfied on or before the Issue Closing Date.
- 5.2 If any condition specified in Section 5.1 shall not have been fulfilled when and as required to be fulfilled, this agreement may be terminated by the Underwriter(s) by written notice to the Issuer Company any time on or prior to the Issue Closing Date; provided, however, that this Section 5.2, Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive the termination of this Agreement.
- 5.3 The Issuer Company shall not bear any other expense or losses, if any, incurred by the Underwriters in order to fulfill their respective Obligations, except for the fees/commissions etc. as mutually agreed.

6. INDEMNITY

The Underwriters herein (BEELINE) shall indemnify and keep indemnified the Issuer for its own account and their respective Affiliates and all the respective directors. Officers, employees, duly authorised agent and controlling persons (each, an "Indemnified Party") from and against any and all losses, liabilities, costs, Claims, charges, actions, proceedings, damages, expenses or demands which they (or any of them) incur or which is made against them (or any of them) as a result of the or arising out of, or in relation to the IPO subscription,



trading, liquidity and failure to make minimum market requirement from time to time which are determined by a court or arbitral tribunal of competent jurisdiction to have resulted from any bad faith, dishonesty, illegal or fraudulent acts or the willful defaults or gross negligence on the part of the underwriters. Such indemnity will extend to include all reasonable costs, charges and expenses that such Indemnified Party may pay or incur in disputing or defending any such loss, liability, cost, claim, charges, demand or action or other proceeding.

The Issuer Company shall indemnify and keep indemnified, each of the Lead Manager, Underwriters and Market Makers for its own account and their respective Affiliates and all other respective directors, officers, employees, professionals, duly authorised agents and controlling persons (each, an "Indemnified Party") from against any and all losses, Liabilities, costs, claims, charges, actions, proceedings, damage, expenses or demands which they (or any of the them) incur or which is made against them (or any of them) as a result of or arising out of, or in relation to, any misrepresentation or alleged misrepresentation of a material fact contained in the draft prospectus and prospectus or omission or alleged omission there from of a material fact necessary in order to make the statements therein in the light of the circumstances under which they were made not misleading, or which are determined by the court or arbitral tribunal of competent jurisdiction to have resulted from bad faith, dishonesty, illegal or fraudulent acts or the willful default or gross negligence on the part of the company. Such indemnity will extend to include all reasonable costs, charges and other expenses that such Indemnified party may pay or incur in disputing or defending any such loss, liability, cost, claim, charge, demand or action or other proceedings. Provided however that the issuer company will not be liable to the lead manager, underwriters, Market Makers to the extent that any loss, claim, damage or liability is found in a judgment by the court to have resulted solely and directly from any of the Underwriters severally, as the case may be, bad faith or gross negligence or willful misconduct, illegal or Fraudulent acts, in performing the services under this agreement.

7. TERMINATIONS

7.1 Notwithstanding anything contained herein, the underwriter(s) shall have the option to be exercised by him at any time prior to the opening of the issue as notified in the prospectus of terminating this agreement under any or all of the following circumstances –

- i. if any representations/ statement made by the Company to the underwriter and/ or in the application forms, negotiations, correspondence, the prospectus or in this letter are or are found to be incorrect;
- ii. a complete breakdown or dislocation of business in the major financial markets, affecting the cities of Calcutta, Mumbai, Chennai, Ahmedabad or New Delhi;
- iii. declaration of war or occurrence of insurrection, civil commotion or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Mumbai, Chennai, Kolkata, Ahmedabad and New Delhi.

7.2 Notwithstanding anything contained in section 7.1 above, in the event of the Company failed to perform all or any of the covenants within limit specified wherever applicable under this letter of underwriting, the underwriter shall inform the Company with adequate documentary evidence of the breach/non-performance by Registered post/ Speed post and acknowledge obtained therefore, whereupon the underwriter shall be released from all or any of the obligations required to be performed by him.

7.3 The provision of Section 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 shall survive the termination of this agreement.

8. NOTICES

Any notice or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, (b) sent by tele facsimile or other similar facsimile transmission, (c) or sent by registered mail, postage prepaid, address of the Party specified in the recitals to this Agreement, or to such fax number as may be



designated in writing by such Party. All notices and other communications required or permitted under this agreement that are addressed as provided in this section will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivery by tele facsimile or similar facsimile or similar facsimile transmission, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when electronically confirmed.

9. TIME IS THE ESSENCE OF AGREEMENT

All obligations of the Company and the Underwriters, are subject to the condition that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Company or the Underwriter to adhere to the time limits shall unless otherwise agreed between the Company and the Underwriter, discharge the Underwriter or Company of his / their obligation under the Underwriting Agreement. The agreement shall be in force from the date of execution and will expire on completion of allotment for this Issue.

10. SEVERAL OBLIGATIONS

The Issuer Company and the Underwriter(s) acknowledge and agrees that they are all liable on a several basis to each other in respect of the representations, warranties, indemnities, undertakings and other obligations given, entered into or made by each of them in this Agreement.

11. MISCELLANEOUS

The Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors. The Underwriter(s) shall not assign or transfer any of its respective rights or obligations under this Agreement or purport to do so without the consent of the Issuer Company. The Issuer Company shall not assign or transfer any of their respective rights or obligations under this Agreement or purport to do so without the consent of the Underwriter(s).

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India and shall be subject to Ahmedabad, Gujarat jurisdiction.

13. ARBITRATION

Reference to arbitration - Any dispute arising out of this agreement between the underwriter and the Issuer Company shall be referred to the Arbitration Committee by the BSE in which the share is to be listed and the decision of the Arbitration Committee shall be final and binding on both the parties.

All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The arbitration shall take place in Ahmedabad, Gujarat, India.

Any reference of any dispute, difference or claim to arbitration under this Agreement shall not affect the performance by the Parties of their respective obligations under this Agreement other than the obligations relating to the dispute, difference or claim referred to arbitration.

14. AMENDMENT

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement.

15. SEVERABILITY



If any provision or any portion of a provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceable shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

16. COUNTERPARTS

This 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.

17. CUMULATIVE REMEDIES

The rights and remedies of each of the parties and each indemnified person under Sections 8 and 9 pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

18. ILLEGALITY

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceable of the remainder of this Agreement shall not be affected.

19. ASSIGNMENT

No party may assign any of its rights under this Agreement without the consent of the Party against whom the right operates. No provision of this Agreement may be varied without the consent of the Lead Manager.

The undersigned hereby certifies and consents to act as Lead Manager or Underwriter (as the case may be) to the aforesaid Issue and to their name being inserted as Lead Manager or Underwriter (as the case may be) in the Draft Prospectus, Prospectus and Issue Memorandum which the Issuer Company intends to issue in respect of the proposed Issue and hereby authorize the Issuer Company to deliver this Agreement to SEBI and the SME Platform of BSE (BSE SME).

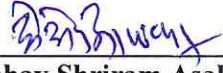
Handwritten signatures in blue ink.



IN WITNESS WHEREOF the Parties have entered into this Agreement on the date mentioned above.


For and on behalf of

PIOTEX INDUSTRIES LIMITED



Mr. Abhay Shriram Asalkar
(Chairman cum Managing Director)
DIN: 06851614

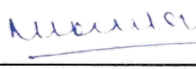




Mr. Yogesh Omprakash Nimodiya
(Executive Director and Chief Financial Officer)

For and on behalf of



BEELINE CAPITAL ADVISORS PRIVATE LIMITED



Mr. Nikhil Shah
(Director)
DIN: 02507020



Witnessed by:

S.NO	Signature	Name and complete address
1.		Rupali Hattikatti, Akurdi Pune-35
2.		Deepak Chaubisa Ahmedabad