

SUB- SYNDICATE AGREEMENT

FOR INITIAL PUBLIC ISSUE OF

K. V. TOYS INDIA LIMITED

DATED NOVEMBER 27, 2025

AMONGST

K. V. TOYS INDIA LIMITED

(Issuer Company)

AND

GYR CAPITAL ADVISORS PRIVATE LIMITED

(Book Running Lead Manager and Syndicate Member)

AND

PROGNOSIS SECURITIES PRIVATE LIMITED

(Sub - Syndicate Member)





महाराष्ट्र MAHARASHTRA

2025

EE 361892



जिल्हा कोषागार-कार्यालय, कोष
24 NOV 2025
मुद्रांक प्रमुख लिपीक / लिपीक

THIS SUB-SYNDICATE AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") MADE AT MUMBAI ON NOVEMBER 27, 2025 ENTERED INTO BY AND AMONGST:

K. V. TOYS INDIA LIMITED, a company registered under provisions of the Companies Act, 2013, as amended ("Companies Act") and having its registered office at Office No. 1508, 15th Floor, Solus Business Park, Building Hiranandani Estate, Ghodbunder Road, Patlipada, Thane West, Maharashtra - 400607 (hereinafter referred to as "KV Toys" or "KVTIL" or "Issuer" or 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**;

AND

GYR CAPITAL ADVISORS PRIVATE LIMITED, a company registered under the Companies Act, 2013 and having SEBI registration number INM000012810 and having its registered office at 428, Gala Empire, Near JB Tower, Drive in Road, Thaltej, Ahmedabad - 380054, Gujarat, India (hereinafter referred to as "GCAPL", "GYR" or "BRLM", which expression shall unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

PROGNOSIS SECURITIES PRIVATE LIMITED, a Company incorporated under Companies Act, 1956, as amended ("Companies Act") and having SEBI Registration number INZ000176436 and BSE Member code as 6752 and having its registered office at 1 - R. N. Mukherjee road, 4th floor, Room no.





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02, Kolkata - 700001 India (hereinafter referred as "PSPL" or "Sub-Syndicate Member", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its heirs, successors, legal representatives and assigns etc.)

In this Agreement:

- (i) GYR Capital Advisors Private Limited shall be referred to as "Book Running Lead Manager" or "BRLM".
- (ii) The BRLM referred to as the "Syndicate Member"
- (iii) Prognosis Securities Private Limited referred to as "Sub-syndicate Member"
- (iv) The Company, the BRLM, Syndicate Member, Sub-Syndicate Member are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. The Issue consists of a Public Issue of upto 22,00,000 Equity Shares ("Equity Shares") of face value of Rs. 10/- each at issue price to be decided in accordance with the Chapter IX of the SEBI (ICDR) Regulations 2018, (as defined herein) and applicable Indian securities laws ("The Issue") through book built process.



- B. The Company has approached and appointed GCAPL as the Book Running Lead Manager (BRLM) to manage the Offer and GCAPL and PSPL to procure bids for the Offer on terms and conditions as more particularly described in this Agreement.
- C. Having regard to the price discovery and bidding process, the procurement of Bids, collection of Bid Amounts by the Syndicate Member and the need to conclude the process of allotment and listing consistent with the SEBI ICDR Regulations, it has become necessary to (i) appoint the Syndicate Member and Sub-syndicate Member to deal with various matters relating to collection, appropriation and refund of monies in relation to the Offer and other matters related thereto as described in the Red Herring Prospectus. Hence the BRLM, the members of the Syndicate and the Company are required to enter into and be bound by the terms and conditions contained in this agreement for the purposes of laying down the rights, duties and obligations of the Sub-Syndicate.
- D. The Parties hereto have agreed to enter into and be bound by the terms and conditions contained in this Sub-Syndicate Agreement.

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

1. DEFINITIONS AND INTERETATION

- 1.1 In this Agreement, the following expressions shall have the respective meanings set forth below, unless otherwise required by context:

“Affiliate” with respect to a specified person, shall mean any other person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person.

“Allotment” shall mean the Offer and allotment of equity shares pursuant to Fresh Issue to successful Applicants.

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

“Applicant” shall mean any prospective Investor who has made an application in accordance with the Draft Red herring prospectus/ Red Herring Prospectus and/or the Prospectus.

“Application” shall mean an indication to make an application during the Application Period by a prospective investor to subscribe to the Offered Shares at the Offer Price, including all revisions and modifications thereto.

“Bid/ Offer Closing Date” shall mean any such date on completion of the application hours after which the Collection Banker will not accept any applications for the Offer, which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper.

“Bid/ Offer Opening Date” shall mean any such date on which the Collection Banker shall start accepting applications for the Offer, 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.

“Bid/ Offer Period” shall mean the period between the Bid/ Offer Opening Date and the Bid/ Offer Closing Date (inclusive of both dates) and during which prospective Applicants can submit their Applications.

“Bid” shall mean an indication to make an Offer during the Bid/Offer Period by a Bidder pursuant to submission of the Bid cum Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations in accordance with the Draft Red Herring Prospectus and Bid cum Application Form.

“Bid Amount” shall mean the highest value of optional Bids indicated in the Bid cum Application Form and in the case of Retail Individual Bidders Bidding at Cut Off Price, the Cap Price multiplied by the number of Equity Shares Bid for by such Retail Individual Bidder and mentioned in the Bid cum Application Form and payable by the Retail Individual Bidder or blocked in the ASBA Account upon submission of the Bid in the Offer.

“Bid cum Application form” shall mean form used by a Bidder, to make a Bid and which will be considered as the application for Allotment in terms of the Red Herring Prospectus.



“Bidder” means any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid Cum Application Forms;

“Book Building Process/Method” shall mean the book building route as provided in the SEBI ICDR Regulations as amended from time to time.

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

“Companies Act” shall mean the Companies Act, 1956 and the Companies Act, 2013, along with the rules framed there under to the extent notified as amended from time to time.

“Designated Stock Exchange” shall mean BSE Limited.

“Equity Shares” shall mean equity shares of face value of Rs. 10/- of the Company.

“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 agreement dated September 17, 2025 entered between the Issuer Company and Book Running Lead Manager.

“Offer Price” shall mean the price determined by the Company and BRLM on the Pricing Date after the Bidding Period and which shall be set forth in the Prospectus to be filed with the Registrar of Companies, at which price the Equity Shares of the company shall be offered.

“Market Maker” shall mean any person who is registered as a Market Maker with SME Platform of the BSE Limited.

“Market Maker Reservation Portion” shall mean the reserved portion for the Designated Market Maker of such number of Equity Shares of face value of Rs. 10/- each which shall be at least five per cent of the number of Equity Shares offered to public which shall be determined in accordance of Book Building Process as defined under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements), 2018.

“Market Making Agreement” shall mean the Agreement entered between the Issuer Company, Book Running Lead Manager and 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 Offer” shall mean the Offer of equity shares in this Offer excluding Market Maker Reservation Portion.

“Non-institutional Applicants” shall mean all Applicants that are not QIBs or Retail Applicants and who have applied for equity shares for an amount more than Rs. 2,00,000.

“Offer Documents” shall mean, collectively, the Draft Red herring prospectus, Red herring prospectus, the Application Form, the Prospectus, any Supplemental Offer Materials, including all supplements, corrections, and amendments, thereto.

“Pay-In Date” shall have the same meaning as ascribed to it in the Red Herring Prospectus and the Prospectus.

“Pay-In Period” shall have the same meaning as ascribed to it in the Red Herring Prospectus and the Prospectus.

“Pricing Date” shall have the same meaning as ascribed to it in the Red Herring Prospectus and the Prospectus.

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

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



“Prospectus” shall mean the prospectus of the Company which will be filed with Stock Exchange / SEBI / ROC and others in accordance with Section 26 of the Companies Act, 2013 after getting in-principle listing approval but before opening the Offer.

“Qualified Institutional Buyers” or “QIBs” Qualified Institutional Buyers as defined under Regulation 2(1) (ss) of the SEBI (ICDR) Regulations, 2018.

“Registrar” shall mean Purva Sharegistry (India) Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Unit no. 9, Shiv Shakti Ind. Estt, J.R. Boricha Marg, Lower Parel (E), Mumbai 400 011.

“Red Herring Prospectus” shall mean the Red Herring Prospectus of the company which will be filed with Stock Exchange / SEBI / ROC and others in accordance with Section 26 and Section 32 of the Companies Act, 2013 after getting in-principle approval but before opening the Offer.

“Retail Applicants” shall mean individual Applicants (including 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.

“Sub-Syndicate Members” shall mean Prognosis Securities Private Limited.

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

“SEBI Act” shall mean the Securities and Exchange Board of India Act, 1992, as amended and as applicable to the Offer.

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

“SME Platform of the BSE” shall mean SME platform of BSE Limited, approved by SEBI as an SME Exchange for listing of equity shares offered under Chapter IX of the SEBI ICDR Regulations.

“Stock Exchange” shall mean BSE SME Platform of the BSE Limited.

“Underwriter” shall mean GYR Capital Advisors Private Limited.

“Underwriting Agreement” means the Underwriting Agreement to be entered into between the Company and the BRLM, which shall set forth the underwriting obligations of the BRLM in connection with the Offer dated November 03, 2025.

1.2 In this Agreement, unless the context otherwise requires:

- (a) Words denoting the singular shall include the plural and vice versa;
- (b) Words denoting the person shall include an individual, corporation, company, partnership, trust or other entity;
- (c) Headings and bold typeface are only for convenience shall be ignored for the purpose of interpretation;
- (d) References to the word “include” or “including” shall be construed without limitation;
- (e) Reference to this agreement or to any other Agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or noted;
- (f) A reference to an article, section, paragraph or schedule of this Agreement is unless indicated to the contrary, reference to an article, section, paragraph or schedule of this Agreement;
- (g) Reference to any party to this Agreement or to any other Agreement, deed or other instrument shall, in the case of an individual, include his or her legal heirs, executors or administrators and in other case include its successors or permitted assigns;
- (h) Reference to a document includes an amendment or supplement to, or replacement or novation of, that document; and
- (i) Capitalized terms used in this agreement and not specifically defined herein shall have the meanings given to such terms in the Draft Red herring Prospectus, Red Herring Prospectus and the Prospectus.

1.3 The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.



2. SUB-SYNDICATE STRUCTURE

- 2.1 This Agreement sets forth the various obligations and responsibilities of the member of the Sub- Syndicate. No provision herein shall constitute an obligation by the members of the Syndicate to purchase or underwrite, or to sell any securities of the Company, or to enter into the Underwriting Agreement. Such obligations shall be governed by the Underwriting Agreement.
- 2.2 The BRLM appointed by the Company shall have all the rights, powers, duties and responsibilities in connection with the Offer as specified in the SEBI ICDR Regulations, the Offer Agreement, the Red Herring Prospectus, this Agreement and the Underwriting Agreement as and when executed. The duties of the BRLM shall include, but not limited to, recommending the Offer Price to the Company, recommending to the Company (ii) Price Band prior to Bid Opening Date and determining after prior consultation with the Company, (a) the Bid Opening and Closing Dates, (b) the Bidding period, (c) the Offer of any advertisement, press release or announcement related to the Offer, (d) the Pay-in Period, and (e) the Offer Price.

3. RESPONSIBILITIES OF THE SUB- SYNDICATE

- 3.1 The Member of the Sub-Syndicate will ensure that all Bid details available on the Bid cum Application Forms are accurately captured and will follow all reasonable and necessary instructions issued by K. V. TOYS INDIA LIMITED and Purva Sharegistry (India) Private Limited (the "Registrar") in dealing with the Bid cum Application Forms, including with respect to Bids by the ASBA Bidders;
- 3.2 The Member of the Sub-Syndicate shall be responsible for collection of Bids (including Bids using UPI Mechanism) from the Bidders bidding itself (other than Bids directly submitted to the SCSBs or Bids collected by Registered Brokers at the Broker Centres, CDPs at the Designated CDP Locations and RTAs at the Designated RTA Locations), only at the Specified Locations, as applicable, in the manner specified in this Agreement, the SEBI ICDR Regulations, the Offer Documents, the terms of the Bid cum Application Form, other Applicable Laws and instructions issued jointly by the BRLMs and the Registrar;
- 3.3 The Member of the Sub-Syndicate shall, as applicable and in accordance with the UPI Circulars, enter the following details of an ASBA Bidder who submits an ASBA Bid at the Specified Locations in the electronic bidding system: (a) symbol; (b) intermediary code; (c) intermediary name; (d) location code; (e) name of the bidder; (f) name of the bank; (g) bank code; (h) category – individual, corporate, QIB, eligible NRI, etc.; (i) PAN (of the sole/first Bidder); (j) number of Equity Shares Bid for; (k) price per Equity Share; (l) Bid cum Application Form number; (m) DP ID and Client ID; (n) quantity; (o) amount; (p) order number; (q) depository of the beneficiary account of the Bidder; and (r) UPI ID
- 3.4 The Member of the Sub-Syndicate will ensure that the Bid details, including UPI ID available on the Bid cum Application Form is accurately captured and we shall deposit only such Bid cum Application Forms which have been validly registered on the electronic bidding system of the stock exchanges; We shall accept only UPI applications from UPI Bidders. The physical Bid cum Application Form through syndicate ASBA mechanism shall be submitted by ASBA Bidder/investor directly to designated branches of the respective self-certified syndicate banks (SCSBs) for bidding and blocking of funds in accordance with SEBI circulars. I/We shall not upload any bids which are not applied through UPI mechanism.
- 3.5 The Member of the Sub-Syndicate are aware that the Price Band and the Minimum Bid Lot will be decided by the Company and the Promoter Selling Shareholder and Selling Shareholder in consultation with the Book Running Lead Managers ("BRLMs") and advertised at least 2 (two) Working Days prior to the Bid/Offer Opening Date in accordance with the provisions of the SEBI ICDR Regulations, as applicable;
- 3.6 The Member of the Sub-Syndicate will not procure any Bid(s) in the institutional segment (QIB category). We understand and are aware that we will not be entitled to any selling commission on allocation of such bids, if any procured by us.;
- 3.7 In case of Bids being received at the Cut-off Price, the Bid amount will be calculated on the basis of the higher end of the Price Band;
- 3.8 The Member of the Sub-Syndicate shall not make any statement or release any material or other information relating to the Offer or give any selective or additional information or information which is misleading or incorrect or which is not disclosed in the Red Herring Prospectus and the Prospectus, or that does not conform to applicable law, including the SEBI ICDR Regulations.



- 3.9 The Member of the Sub-Syndicate will not circulate the Bid cum Application Forms on the Internet or website. Only the pre-printed bid-cum-applications forms will be circulated to the investors.;
- 3.10 The Member of the Sub-Syndicate understand that we shall not be a part of the syndicate team nor shall we communicate/ represent as such. All Bid cum Application Forms distributed by us shall bear the stamp of GYR in the syndicate member code column on whose behalf Sub-Syndicate are acting;
- 3.11 The Member of the Sub-Syndicate are fit and proper person as per the applicable SEBI Regulations, to act as a Sub-Syndicate Member for the proposed Offer;
- 3.12 The Member of the Sub-Syndicate agree and undertake that we shall not distribute any information with respect to the Offer extraneous to the Offer Documents to any section of the investors in any manner whatsoever;
- 3.13 The Member of the Sub-Syndicate shall not accept any bid amount in cash, money order, postal order or through stock investment;
- 3.14 The Member of the Sub-Syndicate are financially capable of honoring our commitments including arising out of defaults of our clients/investors/bidders who makes a Bid pursuant to the terms of RHP and Bid cum Application Form through us in respect to the captioned Offer;
- 3.15 The Member of the Sub-Syndicate have required infrastructure, technical or otherwise to fulfill our obligations as Sub-Syndicate Member to the proposed Offer. The Member of the Sub-Syndicate confirm that we are independent to the Company and there is no conflict of interest between the Company and us; Sub-syndicate will cooperate with and assist you in any mock of our functionalities including stress/load testing of systems that you may wish to undertake.
- 3.16 Without prejudice to the other terms of this Agreement, as a Sub-Syndicate Member appointed by GYR, we shall:
- Not accept or upload any Bids from QIBs including Anchor Investors;
 - Accept Bids only from UPI Bidders only at the Specified Locations through the ASBA process;
 - Not represent or hold ourselves as a Book Running Lead Manager or a member of the Syndicate;
 - Abide by the terms and conditions mentioned in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, this Agreement, the Bid cum Application Form, the Allotment Advice, the Underwriting Agreement and all instructions issued by the BRLMs and the Registrar;
 - Abide by and be bound by the SEBI ICDR Regulations and any other Applicable Law, rule, regulation or guideline, including in respect of advertisements and research reports;
 - Not distribute any advertisement promising incentive, pay any incentive, commission, pay-out or other remuneration in cash or in kind or in services or otherwise to any potential Bidder or any other person for the procurement of Bids; *provided* that the we shall be eligible and solely liable to pay sub-brokerage to sub-brokers/agents procuring Bids;
 - Route all the procurement through BRLM on whose behalf we are acting;
 - Not accept any Bid before the Bid/Offer Period commences or after the Bid/Offer Period ends;
 - Ensure that the required data filed, including PAN, DP ID and Client ID of the ASBA Bidders are quoted in the Bid cum Application Form, except for PAN in case of Bids on behalf of the Central or State Government, officials appointed by a court of law and Bidders residing in the state of Sikkim. In case of residents of Sikkim verify the veracity of the claim of the investors that they are residents of Sikkim by collecting sufficient documentary evidence in support of their address as provided in the SEBI Circular MRD/DOP/Dep/cir-29/2004 dated August 24, 2004;
 - Comply with any selling and distribution restrictions imposed on the BRLMs and the members of Syndicate under the Syndicate Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum and Applicable Laws, regulations and guidelines and any contractual understanding that any of the BRLMs and/or their Affiliates may have.
 - Vet the Bids collected by us and be responsible for the completion of the Bid;



- l. Not accept any Bids from any Overseas Corporate Body;
 - m. Endeavour not to accept multiple Bid cum Application Forms from the same Bidder.
 - n. Ensure that any IPO Note on the Company shall contain only factual information and shall not contain projections, estimates, conjectures, etc. or any matter extraneous to the contents of the Red Herring Prospectus in accordance with SEBI ICDR Regulations;
 - o. Within the Stipulated time, correct the permissible fields in the online system;
 - p. Provide our identification number (terminal ID), if any, to GYR, together with such other information that may be necessary to enable the Registrar to keep a record of the Bidding at each such Bidding Centre at the end of each day during the Offer Period;
 - q. Maintain records of its Bids including the Bid cum Application Form and supporting documents collected during the Book Building Process and ensure that such records are sent to the Registrar in accordance with the SEBI Regulations.
 - r. Provide GYR a daily record of details relating to the Bid cum Application Forms received from the Bidders including details regarding registration of the Bids and Bid Amounts;
 - s. Be responsible for the completion and accuracy of all details to be entered into the electronic bidding system based on the Bid cum Application Forms, as the case maybe, for its respective Bids; and
- 3.17 The Member of the Sub-Syndicate understand that we have the discretion to at the time of submission of the Bid, reject any Bids, provided that the reasons for rejecting such Bid shall be provided to such Bidder in writing.
- 3.18 The Member of the Sub-Syndicate will not collect payment instruments drawn in favor of the Company, BRLMs, Syndicate Member or any other party or account and we shall not accept any ASBA Form without satisfying ourselves that the ASBA Form of the UPI Bidder contains the UPI ID for such Bidder;
- 3.19 The Member of the Sub-Syndicate will not accept any Bid cum Application form from UPI Bidders that do not use the Unified Payments Interface developed by the National Payments Corporation of India ("UPI") as a payment mechanism ("UPI Mechanism") in accordance with a bidding mechanism in accordance with SEBI circular (SEBI/HO/CFD/DIL2/CIR/P/2018/138) dated 1 November 2018, SEBI circular (SEBI/HO/CFD/DIL2/CIR/P/2019/50) dated 3 April 2019, SEBI circular (SEBI/HO/CFD/DIL2/CIR/P/2019/76) dated 28 June 2019, SEBI circular (SEBI/HO/CFD/DIL2/CIR/P/2019/85) dated 26 July 2019, SEBI circular (SEBI/HO/CFD/DCR2/CIR/P/2019/133) dated 8 November 2019, SEBI circular (SEBI/HO/CFD/DIL2/CIR/P/2020/50) dated 30 March 2020, Circular No. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, Circular No. SEBI/HO/CFD/DIL-2/OW/P/2021/2481/1M dated March 16, 2021, Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/75 dated May 30, 2022 and any subsequent circulars or notifications issued by SEBI ("UPI Circulars").
- 3.20 The Member of the Sub-Syndicate shall be responsible for addressing all complaints or grievances arising out of any Bid obtained or procured by us, however, GYR shall provide us with all the help and assistance required for redressing such complaints/grievances as and when required;
- 3.21 The Member of the Sub-Syndicate understand that the final Offer Price will be intimated to all Syndicate Members and shall be advertised as per the SEBI ICDR Regulations. The Offer Price as determined by the Company and the Promoter Selling Shareholder in consultation with the BRLMs may be at or above the Floor Price announced earlier;
- 3.22 The exact percentage of selling commission will be communicated as per the Syndicate Agreement and/or the Offer Documents, as applicable. The Sub-syndicate Member hereby agree to abide by the sub brokerage rates (for sub brokers) that will be announced by BRLM and shall not give any rates in excess of such rates;
- 3.23 The Member of the Sub-Syndicate understand that in the event of default on our part in the performance of our obligations under this Agreement, GYR may withhold any right to the selling commission due to us;



3.24 We confirm that our SEBI Registration Code is: INZ000176436.

3.25 The Member of the Sub-Syndicate understand that, either party to this Agreement i.e. Sub-Syndicate Member and GYR can terminate this arrangement before the issue opens for bidding with prior notice in writing to the other party; Any such termination will not affect our obligations arising due to a period prior to termination; Indemnity, investor grievance, fees and arbitration provisions will survive any such termination

3.26 The Member of the Sub-Syndicate shall be responsible for:

- a. any breach in the performance of the declarations, obligations, covenants, warranties or representation given by us under this Agreement;
- b. any default, mistake, error or omission committed by us while capturing the Bid details available on the Bid cum Application Form in the Offline Software and/or while furnishing the Bid file to GYR for uploading the same on the online bidding system of BSE;
- c. any default, mistake, error or omission committed by me/us while capturing the Bid details available on the Bid cum Application Form on the online bidding system of BSE;
- d. for non-registration of any Bid procured by us within the stipulated time on the online bidding system of BSE, for whatsoever reason; and

3.27 The Member of the Sub-Syndicate hereby undertake to indemnify and hold harmless, GYR and its directors (Indemnified Persons) from and against any demand, claims, actions, losses, damages, penalties, expenses, suits or proceedings consequent upon or arising out of or relating to any act or omission on our part, and any sub-brokers appointed by me/us, including any breach in performance of the obligations undertaken by me/us and my/our sub-brokers or breach of the representations made by me/us under this Agreement. Notwithstanding anything contained in this Agreement, the indemnity to be provided to the Indemnified Person shall be capped to the extent of fees/ selling commission received by us under this Agreement.

3.28 The Member of the Sub-Syndicate hereby agree that any claim made by the Bidder whose Bid has been procured by us for any losses pursuant to default on our part in the performance of our obligations under this Agreement are to our account and we are responsible to BRLM for the same. GYR shall be entitled to withhold any amount due and payable to us under any agreement/ arrangement including but not limited to the selling commission payable to us under this Agreement till the said claim/losses is settled/resolved by us;

3.29 The Member of the Sub-Syndicate agree that GYR will have the right to terminate our engagement as a Sub-Syndicate Member on the occurrence of a force-majeure event or on our default in the performance of our obligations, or breach of our representation or any other event, after providing us reasonable opportunity to respond and/or incase of default, right to remediate the response within 10 days of becoming aware of such default or such number of days as may be required for complying with SEBI's post issue timeline requirement or issuance of final certificate by the Bankers to the issue, whichever is earlier. Any such termination will not effect our obligations arising due to a period prior to termination; indemnity and arbitration provisions will survive any such termination;

3.30 Except as required under the SEBI Regulations or pursuant to any other Applicable Law (including any requirement of any of the Stock Exchanges) or for the purpose of any judicial proceedings or any other regulatory requirement, we shall maintain confidentiality of all the Bids received during the Bid/Offer period and the Book Building Process applicable to the Offer.

3.31 Any dispute or difference between us and GYR or anyone claiming through or under them at any time hereafter, in respect of the construction or interpretation of any term or provision here of and/or as regards the responsibility and/or obligation of the respective parties and/or otherwise in any way arising out of, relating to, concerning or touching this Agreement, the same shall be referred to an arbitral panel comprising of one person each from us and GYR. The provision of the Arbitration and Conciliation Act, 1996, as amended, as a mandate, shall apply to such arbitration. The presiding arbitrator shall have summary powers. The venue of arbitration shall be Maharashtra. The arbitration award shall be final, conclusive and binding on the disputing parties and shall be subject to enforcement in any court of competent jurisdiction. Subject to the foregoing provisions, the courts in Maharashtra shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim reliefs.

4. NOTICES



Any notice, request 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, or (c) sent by registered mail, postage prepaid or established courier service to the address of the party mentioned above or such other address as such party notifies to the other parties from time to time, 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 clause will (a) if delivered personally or by an established courier service, be deemed given upon delivery (b) if sent by tele facsimile or similar facsimile transmission, be deemed given when electronically confirmed; and (c) if sent by registered mail, be deemed given when actually received.

If notices to the Book Running Lead Manager and Syndicate Member, deliver to it at:

GYR CAPITAL ADVISORS PRIVATE LIMITED

Address: 428, Gala Empire, Near JB Tower, Drive In road,
Thaltej, Ahmedabad – 380054, Gujarat, India

Tel: +91 87775 64648

Email: info@gyrcapitaladvisors.com/ kvtoys@gyrcapitaladvisors.in

Contact Person: Mr. Mohit Baid

If notices to the Sub-Syndicate Member, deliver to it at:

PROGNOSIS SECURITIES PRIVATE LIMITED

Address: 1, - R. N. Mukherjee road, 4th floor, Room no. 02, Kolkata - 700001

Tel: 033 4601 2701 / +91 98314 50465

Email: PROCSECPL@YAHOO.COM

Website: N.A.

Contact Person: CHANDRA SEKHAR NARERA

If notices to the Issuer Company, deliver to it at:

K. V. TOYS INDIA LIMITED

Address: Office No.1508, 15th Floor, Solus Business Park,

Building Hiranandani Estate, Ghodbunder Road, Patlipada, Thane West, Maharashtra - 400607 India

Telephone: +91 – 89768 23566

E-mail: cs@kvtoysindia.com

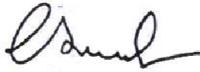
Contact Person: Ms. Heta Viraj Shah



IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THE DAY AS HEREINBEFORE IS APPEARING:

For and on behalf of

K. V. TOYS INDIA LIMITED



Name: Vishal Narang

Designation: Director

For and on behalf of

GYR CAPITAL ADVISORS PRIVATE LIMITED




Name: Mr. Mohit Baid/ Mr. Abhishek Sharma

Designation: Director

For and on behalf of

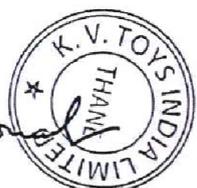
PROGNOSIS SECURITIES PRIVATE LIMITED

PROGNOSIS SECURITIES PVT. LTD.

Name:

Authorised Person


Director




ANNEXURE A

Sr.No	Center	Bid cum Application Forms collected		Bid cum Application Forms Registered		Cumulative Bid cum Application Forms Deposited with Public Offer Banks as on [Date of Report]							
		Cumulative Bid cum Application Forms collected as on [Date prior to date of Report]	Cumulative Bid cum Application Forms collected as on [Date of Report]	Cumulative Bid cum Application Forms Registered as on [Date prior to date of Report]	Cumulative Bid cum Application Forms Registered as on [Date of Report]								Total

