

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

To

Unistone Capital Private Limited
305, A Wing, Dynasty Business Park,
Andheri Kurla Road, Andheri (E),
Mumbai – 400 059, Maharashtra, India.

(the “**Book Running Lead Manager**”)

The Board of Directors
Vasuki Global Industries Limited
Nakshatra Heights Office No. 501,
Opp. Telephone Ex. 150ft Road, Rajkot – 360 007,
Gujarat, India.

Re: Proposed initial public offering of equity shares of ₹10 each (the “Equity Shares”) of Vasuki Global Industries Limited (the “Company” and such offer, the “Issue”)

Dear Ladies and Gentlemen,

I hereby give my consent to my name being included as Chairman & Managing Director of the Company, and to the inclusion of the information contained in this letter (in part or full) in the draft red herring prospectus (“**DRHP**”) to be filed by the Company with the Securities and Exchange Board of India, (“**SEBI**”), and any relevant stock exchange(s) where the Equity Shares of the Company are proposed to be listed (the “**Stock Exchanges**”), the red herring prospectus (“**RHP**”) and the prospectus (“**Prospectus**”) which the Company intends to file with Registrar of Companies, Gujarat at Ahmedabad (“**RoC**”), the SEBI and any relevant Stock Exchanges in respect of the Issue (collectively, the “**Issue Documents**”), and in any other Issue related material.

I also authorise you to deliver a copy of this letter of consent to the RoC, pursuant to the provisions of Section 26 and 32 of the Companies Act, 2013, the Stock Exchanges or any other regulatory authority required by law.

I confirm that the information set out in this letter is true, correct and adequate and not misleading in any material respect.

I confirm that I will immediately communicate any changes to the above information in writing to the Company and the Book Running Lead Manager until the date when the Equity Shares commence trading on the Stock Exchanges. In the absence of any such communication from me, the Book Running Lead Manager, the Company and the legal advisor can assume that there is no change to the above information until the date when the Equity Shares are listed and commence trading on the Stock Exchanges pursuant to the Issue.

I also consent to the inclusion of this letter as a part of “*Material Contracts and Documents for Inspection*” in connection with Issue, which will be available for public for inspection from date of the filing of the RHP until the Bid/Issue Closing Date.

This letter may be relied upon by the Company, the Book Running Lead Manager and the legal advisor. I hereby consent to the aforementioned details being included in the Issue Documents and the submission and disclosure of this certificate as may be necessary to the SEBI, the RoC, the Stock Exchanges and any other regulatory or judicial

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

authorities and/or for any other litigation purposes and/or for the records to be maintained by the Book Running Lead Manager and in accordance with applicable law.

Sincerely,



Name: Bankim Kantilal Mehta
Designation: Chairman & Managing director
Date:

Cc:

T&S Law
Near VVIP Mall, Raj Nagar Extension,
Ghaziabad – 201 017,
Uttar Pradesh, India

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

To

Unistone Capital Private Limited
305, A Wing, Dynasty Business Park,
Andheri Kurla Road, Andheri (E),
Mumbai – 400 059, Maharashtra, India.

(the “**Book Running Lead Manager**”)

The Board of Directors
Vasuki Global Industries Limited
Nakshatra Heights Office No. 501,
Opp. Telephone Ex. 150ft Road, Rajkot – 360 007,
Gujarat, India.

Re: Proposed initial public offering of equity shares of ₹10 each (the “Equity Shares”) of Vasuki Global Industries Limited (the “Company” and such offer, the “Issue”)

Dear Ladies and Gentlemen,

1. I hereby give my consent to my name being included as Chairman & Managing Director and to the inclusion of the information contained in this certificate (in part or full) in the draft red herring prospectus (“**DRHP**”) to be filed by the Company with the Securities and Exchange Board of India, (“**SEBI**”), and any relevant stock exchange(s) where the Equity Shares of the Company are proposed to be listed (the “**Stock Exchanges**”), the red herring prospectus (“**RHP**”) and the prospectus (“**Prospectus**”) which the Company intends to file with Registrar of Companies, Gujarat at Ahmedabad (“**RoC**”), the SEBI and any relevant Stock Exchanges in respect of the Issue (collectively, the “**Issue Documents**”), and in any other Issue related material.
2. I am validly appointed as a director on 15th January, 2016. Pursuant to a resolution passed by the Board of Directors at the meeting held on June 10, 2019 and a resolution passed by the Shareholders at the EGM held on July 17, 2019, I was appointed as the Managing Director of our Company for a period of five (05) years with effect from July 17, 2019. Pursuant to a resolution passed by the Board of Directors at the meeting held on 10TH December, 2023 and approved by the Shareholders of our Company at the EGM held on December 12, 2023, I was re-appointed as the Managing Director of our Company for a further period five (05) years with effect from July 17, 2024 (i.e., end on my present tenure) until July 16, 2029. Further, the said meeting, the terms of remuneration, including my salary, allowances and perquisites were approved in accordance with the provisions of Sections 197, 198, Schedule V and other relevant provisions of the Companies Act, 2013 read with the rules prescribed thereunder. I am not otherwise disqualified on the date of this certificate from acting as a director of a public limited company under the provisions of the Companies Act, 2013 and the rules and regulations made thereunder, each as amended.
3. I certify the information in respect of me, attached as **Annexure I**.
4. I confirm that I am not a fugitive economic offender, as defined under the Fugitive Economic Offenders Act, 2018.
5. I confirm that other than as mentioned in the Form MBP-1 dated 09th January, 2024 issued by me, I do not hold a directorship in any other company / partnerships, proprietorships or position as trustees in any other concern / firm / venture in India or overseas.

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

Sr. No.	Names of The Companies / Bodies Corporate/ LLP/ Partnership Firm	Nature of Interest or Concern And Change of Interest or Concern	Capital Contribution	Date on which Interest or Concern arose/ Changed
1.	Vasuki Global Industries Ltd	Promoter/Director	51.00%	08/01/2024
2.	Vasuki Trade World LLP	Designated Partner	50%	03/12/2020
3.	Akshar Polytex India LLP	Individual Partner	20%	18/09/2020
4.	Vasuki Petroleum	Partner	50%	01.04.2019
5.	Shree Vasuki Petroleum	Partner	33%	02.09.2019
6.	Vasuki International FZCO	Partner	80%	07.11.2021
7.	Vasuki Hospitality	Partner	50%	03.03.2021
8.	Vasuki Green Energy	Partner	40%	07.07.2023
9.	Vasuki Petrochem	Partner	60%	18.07.2023
10.	Vasuki Enterprise	Partner	2.50%	02.12.2022
11.	Vasuki Cement Private Limited	Director	NIL	15.06.2023

6. I confirm that I am not qualified under the Companies Act, 2013 to the extent notified and the rules made thereunder, for appointment as a director of the Company. Further, I confirm that the Director Identification Number (“DIN”) allotted to me is 05186840, and I do not hold and have not held multiple DINs in the past. I have completed KYC requirements and made filings in respect of myself in Form DIR-3-KYC with the relevant Registrar of Companies. Further, I confirm that my DIN has not been marked with / as ‘Director of ACTIVE non-compliant company’ and that I have a valid and active DIN
7. I confirm that, I am not and have not in the past been a director of any company which has, while I was a director of such company, been suspended from being traded on any of the stock exchanges in India in the five years preceding the date of filing of the DRHP of the Company with the Securities and Exchange Board of India (“SEBI”).

For the purpose of this undertaking, the term “suspended company” shall mean a listed company whose shares are suspended from trading by the relevant stock exchange on account of non-compliance with listing requirements.

Sr. No.	Particulars	Details
1.	Name of the company	Nil
2.	Name of the stock exchange(s) on which the company was listed	Nil
3.	Date of suspension on stock exchanges	Nil
4.	If trading suspended for more than three months, reason for suspension and period of suspension	Nil
5.	If the suspension of trading was revoked, the date of revocation of suspension	Nil
6.	Term of directorship (along with relevant dates) in the above company	Nil

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

8. I am not and have not been a director of any company whose shares have been delisted from any stock exchange in India while I was director of such company.

Sr. No.	Particulars	Details
1.	Name of the company	Nil
2.	Name of the stock exchange(s) on which the company was listed	Nil
3.	Date of delisting on stock exchanges	Nil
4.	Whether delisting was compulsory or voluntary	Nil
5.	Reasons for delisting	Nil
6.	Whether the company has been relisted	Nil
7.	Date of relisting on [give name of stock exchange]	Nil
8.	Term of directorship (along with relevant dates) in the above company	Nil

9. I am not and I am not related to a whole-time director or promoter or person responsible for ensuring compliance with securities laws of any company that has been delisted under Chapter V of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2009 or under Chapter V of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2021, as amended.
10. Except as stated below, I do not hold any Equity Shares of the Company or any warrants, employee stock options or other convertible instruments in the Company as of the date of this certificate.

S. No.	Name of Shareholder	Pre-Issue No. of Equity Shares	% of total pre- Issue paid up Equity Share capital (%)
1.	Bankim Kantilal Mehta	15,682,500	51.00

11. I confirm that all Equity Shares held by me are in dematerialized form in accordance with the requirements of the Companies Act, 2013 and the rules issued thereunder and the Depositories Act, 1996. [
12. I do not hold any equity shares in any subsidiary or an associate company of the Company as of the date of this certificate.
13. Except as disclosed below, none of my relatives or entities in which I am associated as promoter, director, partner, proprietor or trustee, hold any Equity Shares, preference shares, warrants, employee stock options or other convertible instruments in the Company as of the date of this certificate:

S. No.	Name of Shareholder	Pre-Issue No. of Equity Shares	% of total pre- Issue paid up Equity Share capital (%)
Promoters			
1.	Bankim Kantilal Mehta	15,682,500	51.00
2.	Harshma Bankim Mehta	9,737,500	31.67
Total (A)		2,46,00,000	82.67
Promoter Group			
3.	Kusumben Mehta	1,230,000	4.00
Total (B)		1,230,000	4.00
Total (A+B)		26,650,000	86.67

14. Neither I nor my relatives, have purchased sold or financed, directly or indirectly, of any securities of the Company, during the six months immediately preceding the filing of the DRHP:

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

15. I confirm that, there are no financing arrangements whereby I or any of my relatives have financed the purchase by any other person, directly or indirectly, of any securities of the Company other than in the normal course of the business of the financing entity during the period of six months immediately preceding the date of filing the DRHP.
16. I am not interested in the appointment of any person(s) acting as underwriters, Book Running Lead Manager, registrars, or bankers to the Issue or any such intermediary appointed in connection with the Issue.
17. I am one of the Promoters of the Company and therefore I am interested in the promotion and formation of the Company or its subsidiaries. Further, neither I, nor any company or firm in which I am interested as a member, have been paid any consideration in cash or shares or otherwise or agreed to be paid by any person either to induce me to become, or to help me qualify as a director, or otherwise for services rendered by me or by the company or firm in which I am interested, for the promotion or formation of the Company.
18. Further, neither I nor any of my relatives are interested, directly or indirectly, in any property acquired or proposed to be acquired of the Company or by the Company , except as follows:
 - a) Our Company has entered into sale deed dated July 31, 2017 with Shree Sai Enterprise, a partnership firm in which our Promoter, Bankim Kantilal Mehta, was a partner at the time of the execution of the sale deed, for the purchase of the property situated at Plot No. 3 on industrial purpose non-agricultural land of Survey No. 44, Paiki of Village Hadamtala, Taluka Kotda Sangani, District Rajkot – 360 110, Gujarat. In accordance with the sale deed an amount of ₹ 0.62 million has been paid by our Company towards the purchase of the said land.
 - b) Further, our Company has entered into another sale deed dated July 31, 2017 read with the Rectification Deed dated December 27, 2017 with Shree Sai Enterprise, a partnership firm in which our Promoter, Bankim Kantilal Mehta, was a partner at the time of the execution of the sale deed, for the purchase of the property situated at Survey Number 47, land of Plot No. 17 and Plot No. 18, Village Hadamtala, Taluka Kotda Sangani, District Rajkot – 360 311, Gujarat. In accordance with the sale deed an amount of ₹ 7.03 million has been paid by our Company towards the purchase of the said land.

Pursuant to a rent agreement executed on July 8, 2023 between our Company and Vasuki Green Energy, we have let out the aforementioned premises to Vasuki Green Energy for a period of seven years with effect from July 8, 2023 on payment of a monthly rent of ₹ 14,000. The said land is being used by Vasuki Green Energy for carrying out its business operations.
19. Further, there are no transactions relating to the property proposed to be purchased by the Company or its subsidiaries utilising the net proceeds of the fresh issue component of the Issue, completed within the two preceding years, in which I have / had any interest either as a director or proposed director at the time of the transaction.
20. Except as stated below, I am not related to and do not have any relationship with any of the entities from whom the Company or its subsidiaries has acquired land in the last three years or from whom the Company or its subsidiaries proposes to acquire land, except the following:
 - a) Our Company has entered into sale deed dated July 31, 2017 with Shree Sai Enterprise, a partnership firm in which our Promoter, Bankim Kantilal Mehta, was a partner at the time of the execution of the sale deed, for the purchase of the property situated at Plot No. 3 on industrial purpose non-agricultural land of Survey No. 44, Paiki of Village Hadamtala, Taluka Kotda Sangani, District Rajkot – 360 110, Gujarat. In accordance with the sale deed an amount of ₹ 0.62 million has been paid by our Company towards the purchase of the said land.
 - b) Further, our Company has entered into another sale deed dated July 31, 2017 read with the Rectification Deed dated December 27, 2017 with Shree Sai Enterprise, a partnership firm in which our Promoter, Bankim

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

Kantilal Mehta, was a partner at the time of the execution of the sale deed, for the purchase of the property situated at Survey Number 47, land of Plot No. 17 and Plot No. 18, Village Hadamtala, Taluka Kotda Sangani, District Rajkot – 360 311, Gujarat. In accordance with the sale deed an amount of ₹ 7.03 million has been paid by our Company towards the purchase of the said land.

Pursuant to a rent agreement executed on July 8, 2023 between our Company and Vasuki Green Energy, we have let out the aforementioned premises to Vasuki Green Energy for a period of seven years with effect from July 8, 2023 on payment of a monthly rent of ₹ 14,000. The said land is being used by Vasuki Green Energy for carrying out its business operations.

21. I confirm that I will not receive any portion of the proceeds of the Issue and there are no material existing or anticipated transactions in relation to utilisation of the issue proceeds or project cost with me: - Nil
22. I am not a director of more than twenty companies, nor am I a director of more than ten public companies, (including private companies that are either holding or subsidiary company of a public company). I am not a member in more than ten committees or act as chairman of more than five committees across all listed entities in which I am a director, in terms of Regulation 26(1) of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements), 2015 (“SEBI Listing Regulations”).
23. I do not serve as a director in more than six listed entities. Further, I do not serve as an independent director on the board of more than [three/six] companies and am [not] a Managing Director/Whole-time director of [the Company/any listed entity].
24. There are no inter-se arrangements or agreements which exist in relation to the Company that I am a party to.
25. There are no inter-se agreements or arrangements that I am a party to, which contain clauses and covenants which are material, and there are no other clauses and covenants which are adverse / pre-judicial to the interest of the minority / public shareholders. - Nil
26. There are no other agreements, deed of assignments, acquisition agreements, shareholders’ agreements, inter-se agreements, agreements of like nature in relation to the Company, that I am a party to: - Nil
27. I have no interest in the Company:
 - Except to the extent of remuneration of 12.50 million and 8.40 million (Upto November 2023) paid to me in the last fiscal and current fiscal, respectively (including contingent or deferred compensation accrued for the year) by the Company. During the last fiscal and the current fiscal, there was no normal fees payable or paid to me for attending meetings of the board of directors or any committee thereof and normal reimbursement of any traveling and other incidental expenses;
 - Except to the extent of my shareholding, warrants, employee stock options or other convertible instruments in the Company as of the date of this certificate, as disclosed below:

S. No.	Name of Shareholder	Pre-Issue No. of Equity Shares	% of total pre- Issue paid up Equity Share capital (%)
1.	Bankim Kantilal Mehta	15,682,500	51.00

- except to the extent of the shareholding of the companies, firms and trusts in which I am interested as director, member, partner and/or trustee, and to the extent of benefits arising out of such shareholding, details of which are disclosed below:

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

Sr. No.	Names of The Companies / Bodies Corporate/ LLP/ Partnership Firm	Nature of Interest or Concern And Change of Interest or Concern	Capital Contribution	Date on which Interest or Concern arose/ Changed
1.	Vasuki Global Industries Ltd	Promoter/Director	51.00%	08/01/2024
2.	Vasuki Trade World LLP	Designated Partner	50%	03/12/2020
3.	Akshar Polytex India LLP	Individual Partner	20%	18/09/2020
4.	Vasuki Petroleum	Partner	50%	01.04.2019
5.	Shree Vasuki Petroleum	Partner	33%	02.09.2019
6.	Vasuki International FZCO	Partner	80%	07.11.2021
7.	Vasuki Hospitality	Partner	50%	03.03.2021
8.	Vasuki Green Energy	Partner	40%	07.07.2023
9.	Vasuki Petrochem	Partner	60%	18.07.2023
10.	Vasuki Enterprise	Partner	2.50%	02.12.2022
11.	Vasuki Cement Private Limited	Director	NIL	15.06.2023

▪ except in relation to the transactions with the Company mentioned below:

- (a) Our Company has entered into lease agreements with Bankim Kantilal Mehta with respect to the usage of various commercial properties located in Gujarat, wherein our Registered Office and coal processing and segregating unit are located.

S. No.	Details of the Deed/Agreement*	Particulars of the property, description and area	Consideration/ License Fee/Rent	Tenure/ Term	Usage
1.	Lease Deed dated August 3, 2018 executed by and between Bankim Kantilal Mehta (“Lessor”) and our Company (“Lessee”)	Revenue Survey No. 167 Paiki of Village Nana Dahisara of Maliya-Miyana Taluka of Registration District Morbi – 363 660, Gujarat, India.	Monthly rent of ₹ 10,000	For a period of for 30 years commencing from April 1, 2018	Coal processing and screening unit
2.	Rent Agreement dated October 7, 2023 executed by and between Bankim Kantilal Mehta (“Lessor”) and our Company (“Lessee”)	“Nakshatra Heights”, Office No. 501 & 502, 5 th Floor, 150 Ft. Ring Road, Opp. Raiya Telephone Exchange, Rajkot – 360 007, Gujarat.	Monthly rent of ₹ 36,000	For a period of five years commencing from October 1, 2023	Registered Office

- (b) Our Company has entered into sale deed dated July 31, 2017 with Shree Sai Enterprise, a partnership firm in which Bankim Kantilal Mehta, was a partner at the time of the execution of the sale deed, for the purchase of the property situated at Plot No. 3 on industrial purpose non-agricultural land of Survey No. 44, Paiki of Village Hadamtala, Taluka Kotda Sangani, District Rajkot – 360 110, Gujarat. In accordance with the sale deed an amount of ₹ 0.62 million has been paid by our Company towards the purchase of the said land.

Further, our Company has entered into another sale deed dated July 31, 2017 read with the Rectification Deed dated December 27, 2017 with Shree Sai Enterprise, a partnership firm in which Bankim Kantilal Mehta, was a partner at the time of the execution of the sale deed, for the purchase of the property situated at Survey Number 47, land of Plot No. 17 and Plot No. 18, Village Hadamtala, Taluka Kotda Sangani, District Rajkot – 360 311, Gujarat. In accordance with the sale deed an amount of ₹ 7.03 million has been paid by our Company towards the purchase of the said land.

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

Pursuant to a rent agreement executed on July 8, 2023 between our Company and Vasuki Green Energy, we have let out the aforementioned premises to Vasuki Green Energy for a period of seven years with effect from July 8, 2023 on payment of a monthly rent of ₹ 14,000. The said land is being used by Vasuki Green Energy for carrying out its business operations.

- (c) Bankim Kantilal Mehta has provided personal guarantees as well as properties as collateral security for the secured facilities availed by our Company from various lenders. The Chairman and Managing Director of our Company, Bankim Kantilal Mehta is a co-borrower in certain loans availed by our Company.
28. I confirm that the Company has not made any payment or reimbursement of expenses other than the normal remuneration and reimbursement, dividend and sitting fees as are applicable to me.
29. There is no arrangement or understanding with major shareholders, customers, suppliers or others, pursuant to which I was appointed as a director of the Company.
30. I have not entered into any service contracts or arrangement with the Company providing for benefits upon termination of employment.
31. I have not entered into any agreement, either on my own or on behalf of any other person, with any shareholder or any third party with regard to compensation or profit sharing in connection with dealings in the securities of the Company.
32. I am not a party to any bonus or profit sharing plan of the Company and have not in the past received any compensation from any bonus or profit sharing plan of the Company or its subsidiaries.
33. Except as stated below, I am not directly or indirectly interested in any transaction in acquisition of land, construction of building and supply of machinery, or any other contract, agreement or arrangement entered into by the Company and no payments have been made in respect of these contracts, agreements or arrangements or are proposed to be made:
- (a) Our Company has entered into sale deed dated July 31, 2017 with Shree Sai Enterprise, a partnership firm in which Bankim Kantilal Mehta, was a partner at the time of the execution of the sale deed, for the purchase of the property situated at Plot No. 3 on industrial purpose non-agricultural land of Survey No. 44, Paiki of Village Hadamtala, Taluka Kotda Sangani, District Rajkot – 360 110, Gujarat. In accordance with the sale deed an amount of ₹ 0.62 million has been paid by our Company towards the purchase of the said land.
- (b) Further, our Company has entered into another sale deed dated July 31, 2017 read with the Rectification Deed dated December 27, 2017 with Shree Sai Enterprise, a partnership firm in which Bankim Kantilal Mehta, was a partner at the time of the execution of the sale deed, for the purchase of the property situated at Survey Number 47, land of Plot No. 17 and Plot No. 18, Village Hadamtala, Taluka Kotda Sangani, District Rajkot – 360 311, Gujarat. In accordance with the sale deed an amount of ₹ 7.03 million has been paid by our Company towards the purchase of the said land.
- Pursuant to a rent agreement executed on July 8, 2023 between our Company and Vasuki Green Energy, we have let out the aforementioned premises to Vasuki Green Energy for a period of seven years with effect from July 8, 2023 on payment of a monthly rent of ₹ 14,000. The said land is being used by Vasuki Green Energy for carrying out its business operations.
34. Pursuant to Regulations 14 and 16 of the SEBI ICDR Regulations, an aggregate of 20% of the fully diluted post-Issue Equity Share capital of our Company held by the Promoters shall be locked in for a period of three years as minimum promoters' contribution from the date of Allotment ("**Promoter's Contribution**"), and the Promoters' shareholding in excess of 20% of the fully diluted post-Issue Equity Share capital shall be locked in for a period of one year from the date of Allotment."), I consent to lock-in the entire pre-Issue Equity Shares of the Company held by me for a period of three years and one year, as applicable, from the date of allotment of the Equity Shares of the Company pursuant to the Issue, or for such other time as may be required under the ICDR Regulations.

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
 Pushakardham Road, Rajkot – 360 005, Gujarat, India
 Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

35. There are no other companies, firms, trusts or other ventures in which I am involved or interested as a promoter, director, member, partner, proprietor and/or trustee that are in the same line of activity or business as the Company.

S. No.	Name of the entity	Nature of interest / position	Company/Firm/LLP's Business Activity
1.	Vasuki Enterprise (Partnership Firm)	Partner	Transportation Service
2.	Vasuki International - FZCO (Freezone company with limited liability)	Director and Shareholder	Trading of cement products, Building & construction Materials Trading

36. I confirm that I am not a promoter or a director of a listed company where the depositories have frozen the entire shareholding of the promoter and promoter group due to non-compliance with minimum public shareholding requirements as specified in Rules 19(2) and 19A of the SCRR in the manner as specified by the SEBI from time to time.

Except as stated below, neither I nor any of my relatives are a beneficiary of or interested in any outstanding loan or advance given by the Company to any person or company, nor have we granted any loan or advance to the Company.

Bankim Kantilal Mehta has given unsecured loan to Vasuki Global Industries Limited.
 As on 30th September, 2023 Rs. 4.95 Million was outstanding in the books of company.

37. Except as stated below, I am not related to any other director or key managerial personnel or senior management of the Company.

Except for Harshma Bankim Mehta, who is the spouse of Bankim Kantilal Mehta and sister of Priom Gaurishankarbhay Chanv, the Senior Management of our Company, none of our Directors, Key Managerial Personnel and Senior Management are related to each other.

38. I have not entered, and shall not enter, into buyback arrangements directly or indirectly for purchase of the Equity Shares.

39. Litigation and other confirmations:

I am not associated with the securities market in any manner, except as described below, and none of the entities with which I am associated (as promoter, director, partner or proprietor) are associated with the securities market or registered with the SEBI. Further, there is no outstanding action initiated by SEBI in the past five years against the entities in the securities market with which I am associated (as promoter, director, partner or proprietor), except as described below: NIL

Particulars	Details
Name of the entity	Nil
SEBI Registration No.	Nil
Category of registration	Nil
Date of expiry of registration	Nil
If registration has expired, reasons for non-renewal	Nil
Details of any enquiry/ investigation conducted by the SEBI at any time	Nil
Penalty imposed by the SEBI, if any	Nil
Outstanding fees payable to the SEBI, if any	Nil

40. There is no outstanding litigation involving me.

41. There are no:

(i) pending criminal proceedings involving me;

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

- (ii) pending actions taken by statutory or regulatory authorities against me;
- (iii) pending claims involving taxation matters (both direct and indirect tax cases);
- (iv) other pending litigation in accordance with the materiality policy and threshold determined by the board of directors of the Company. pursuant to its resolution dated December 10, 2023; or
- (v) probable cause for investigation, enquiry, adjudication, prosecution or other regulatory action that has been found against me by any authority and no show cause notice has been issued to me, which is pending determination by any authority.

42. I hereby declare, confirm, clarify and undertake that no notice has been issued or no action or litigation has been initiated against me with respect to my association with the following entities in any capacity:

43. I confirm that:

- (a) I have not been prohibited from accessing the capital markets under any order or direction by the SEBI and no penalty has been imposed at any time by any of the capital market regulators (including the SEBI) in India or abroad;
- (b) I am not debarred from accessing the capital market by SEBI and neither am I a promoter, director or person in control of any other company which is debarred from accessing the capital market by the SEBI;
- (c) I am not debarred from buying, selling or dealing in securities under any order or direction passed by SEBI or any securities market regulator in any other jurisdiction or any other authority/court;
- (d) I am not and have not been a director or promoter of any company which [is / was] exclusively listed on the dissemination board established by the SEBI. [Such exclusively listed company[ies] has / have provided exit option to its public shareholders, within the prescribed timelines, in terms of the circulars dated October 10, 2016 and August 1, 2017 issued by the SEBI];
- (e) Neither my name nor the name of the companies in which I am or was a director appear in the intermediary caution list;
- (f) I have not been a director, promoter, member or person in control of any entity that has been identified as a shell company, and no action whatsoever has been initiated by any regulatory authority in this regard;
- (g) I have neither been, nor currently am, on the board of directors of any company that was, or has been directed by any Registrar of Companies to be struck off from the rolls of such Registrar of Companies under Section 248 of the Companies Act. Further, I have not been identified as a director who has been disqualified to act as a director in terms of Section 164(2)(a) of the Companies Act (“**Disqualified Director**”) and neither am I a proclaimed offender under Section 82 of the Code of Criminal Procedure, 1973, as amended (“**Proclaimed Offender**”), and my name does not feature in the lists of Disqualified Directors or the lists of Proclaimed Offenders released by various Registrars of Companies and the Ministry of Corporate Affairs (“**MCA**”) and currently disclosed on the website of the MCA;
- (h) Except as disclosed below, there are no recovery proceedings initiated by the SEBI, order for disgorgement or monetary penalty issued by SEBI, non-compliance of any direction issued by the SEBI, or proceedings which have been remanded by the Securities Appellate Tribunal or court, probable cause for investigation, enquiry, adjudication, prosecution or other regulatory action that has been found against me by any authority, as referred to under the SEBI (Issuing Observations on Draft Offer Documents Pending Regulatory Actions) Order 2020 and no show cause notice has been issued to us, which is pending determination by any such authority, involving me: NIL

44. I have not been identified as a wilful defaulter or fraudulent borrower by any bank or financial institution or consortium thereof, in accordance with the guidelines issued by the Reserve Bank of India and/or as defined under the SEBI ICDR Regulations. I am neither on the board nor associated in any manner with any company which has been identified as the vanishing company.

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

45. I shall not offer any incentive, direct or indirect, whether in cash or kind or services or otherwise to any person for making an application for Equity Shares in the Issue.
46. I am familiar with the requirements and restrictions on public communications, as stated in the SEBI ICDR Regulations (and summarised in the memorandum on publicity guidelines circulated by the legal counsel) and agree to abide by the same.
47. There is no litigation involving me which has been considered “material” for disclosure in the DRHP, in accordance with the materiality policy adopted by the board of directors of the Company.
48. Based on the information provided to me by the Company, in my opinion, except as stated below, there have not arisen any circumstances since the date of the last financial statements as disclosed in the Issue Document and which materially and adversely affect or is likely to affect within the next 12 months (a) the trading or profitability of the Company; or (b) the value of its assets; or (c) its ability to pay its liabilities.

Capitalised terms used herein but not defined shall have the same meaning as ascribed to them in the Issue Documents.

I confirm that the information in this certificate is true, correct, accurate and adequate, and not misleading in any material respect.

I confirm that I will immediately communicate any changes to the above information in writing to the Company and the Book Running Lead Manager until the date when the Equity Shares commence trading on the Stock Exchanges where the Equity Shares are proposed to be listed (“**Stock Exchanges**”). In the absence of any such communication from me, the above information should be considered as updated information until the Equity Shares commence trading on the Stock Exchanges pursuant to the Issue.

This certificate may be relied upon by the Company, the Book Running Lead Manager and the legal advisor. I hereby consent to the aforementioned details being included in the Issue Documents and the submission and disclosure of this certificate as may be necessary to the SEBI, the Registrar of Companies, Gujarat at Ahmedabad (“**RoC**”), the Stock Exchanges and any other regulatory or judicial authorities and/or for any other litigation purposes and/or for the records to be maintained by the Book Running Lead Manager and in accordance with applicable law.

Sincerely,



Name: Bankim Kantilal Mehta
Designation: Chairman & Managing director
Date:

Enclosed:

Annexure I: Director profile [together with all supporting documents,

Cc:

T&S Law

Near VVIP Mall, Raj Nagar Extension,
Ghaziabad – 201 017,
Uttar Pradesh, India

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

Annexure I

Director profile together with all the back-up documents

Name, designation, date of birth, address, occupation, current term, date of appointment and DIN	Age (years)	Other directorships
<p>Bankim Kantilal Mehta</p> <p><i>Designation:</i> Chairman and Managing Director</p> <p><i>Date of birth:</i> May 4, 1984</p> <p><i>Address:</i> D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road, Pushakardham Road, Rajkot – 360 005, Gujarat, India.</p> <p><i>Occupation:</i> Business</p> <p><i>Current term:</i> Bankim Kantilal Mehta has been re-appointed as the Managing Director of our Company for a further period five (05) years with effect from July 17, 2024 (i.e., end on his present tenure) until July 16, 2029.</p> <p><i>Period of directorship:</i> Director since incorporation</p> <p><i>DIN:</i> 05186840</p> <p><i>Nationality:</i> Indian</p>	39	<p><i>Indian Companies</i></p> <p>ii. Vasuki Cement Private Limited</p> <p><i>Foreign Companies</i></p> <p>Vasuki International – FZCO</p> <p><i>Indian Limited Liability Partnerships</i></p> <p>iii. Vasuki Trade World LLP iv. Akshar Polytex India LLP</p>

Bankim Kantilal Mehta, aged 39 years, is the Promoter, Chairman and Managing Director of our Company. He holds a bachelor's degree in commerce from Saurashtra University. He has an experience of more than a decade in procurement and logistics industry. He had initially started his business journey in 2004 by establishing M/s. Vasuki Enterprise, a proprietorship firm offering logistics services. He has been associated with our Company since incorporation and heads our procurement segment as well as our marketing division. He was awarded with the title of 'Successful Entrepreneur' during the Gujarat Gaurav 2023 organised by Mantavya Foundation. Further, in a special edition of a coffee table book 'Estrellas', published by Divya Bhasker, a daily news publication, our Promoter, Chairman and Managing Director, Bankim Kantilal Mehta was featured as one of the top 'Entrepreneurs of Gujarat 2019'. He has played a pivotal role in expanding and diversifying the business operations of our Company.

Terms of employment of our Managing Director

Bankim Kantilal Mehta, Managing Director

Pursuant to a resolution passed by the Board of Directors at the meeting held on June 10, 2019 and a resolution passed by the Shareholders at the EGM held on July 17, 2019, Bankim Kantilal Mehta was appointed as the Managing Director of our Company for a period of five (05) years with effect from July 17, 2019. Pursuant to a resolution passed by the Board of Directors at the meeting held on 10th December, 2023 and approved by the Shareholders of our Company at the EGM held on 12th December, 2023, Bankim Kantilal Mehta was re-appointed as the Managing Director of our Company for a further period five (05) years with effect from July 17, 2024 (i.e., end on his present tenure) until July 16, 2029. Further, the said meeting, the terms of remuneration, including his salary, allowances and perquisites were approved in accordance with the provisions of Sections 197, 198, Schedule V and other relevant provisions of the Companies Act, 2013 read with the rules prescribed thereunder. The terms of remuneration of our Managing Director have been summarized below:

BANKIM KANTILAL MEHTA

D – 1101, Pradhyuman Royal Heights, Opposite Neel Da Dhaba, Kalawad Road,
Pushakardham Road, Rajkot – 360 005, Gujarat, India
Mobile No. +9199254 22288 EMAIL ID- bankimvasuki@yahoo.com

Basic Salary	<p>Up to ₹ 30.00 million per annum</p> <p>The remuneration payable to our Managing Director, in any financial year, shall not exceed five (5) per cent of the net profits of our Company and the overall remuneration payable to all Executive Directors including the Whole Time Director, in any financial year, shall not exceed ten (10) per cent of the net profits of our Company. In any Financial Year, during the tenure of our Managing Director, if our Company has no profits or its profits are inadequate, then he will be paid in accordance with the provisions of Schedule V of the Act.</p>
Perquisites	<p>In addition to the salary received, our Managing Director is entitled to the following perquisites and allowances:</p> <p><i>Medical Reimbursement:</i> Reimbursement of the expenses incurred for self and family or medical insurance for self and family subject to a ceiling of one month's salary in a year or three months' salary over a period of three years.</p> <p><i>Leave Travel Concession:</i> Leave travel concession for self and family once in a year incurred in accordance with rule of the Company.</p> <p>Explanation: Family means, the Spouse, the dependent children and dependent parents</p> <p><i>Club Fees:</i> Fees of Club subject to maximum of two clubs. No admission and life membership fee shall be paid.</p> <p><i>Personal Accident Insurance:</i> Personal accident insurance of an amount, the annual premium of which does not exceed ₹ 0.50 million per annum.</p> <p><i>Gratuity as per the rules of the Company:</i> a) Company's contribution towards superannuation fund as per the rules of our Company; and b) The aforesaid perquisites stated for the payment of gratuity shall not be included in the computation of aforesaid ceiling on perquisites to the extent these either singly or put together are not taxable under the Income Tax Act, 1961.</p> <p><i>Earned Leave:</i> On full pay and allowance and perquisites as per the rules of the company, but no exceeding one-month salary for eleven months service. Encashment of leave at the end of the tenure shall not be included in the computation of the aforesaid ceiling on perquisites and/or salary.</p> <p>Provision for car for use on Company's business and telephone at residence shall not be considered as perquisites, personal long-distance call and use of car for private use shall be billed by our Company.</p>
Minimum Remuneration	<p>In the event of loss or inadequacy of profits in any Financial Year, our Managing Director shall be entitled to receive a total remuneration including perquisites, etc., not exceeding the ceiling limits as approved by the Board of Directors and the members, as minimum remuneration.</p>

Relationships amongst our Directors and our Directors and Key Managerial Personnel and Senior Management

Except for Harshma Bankim Mehta, who is the spouse of Bankim Kantilal Mehta and sister of Priom Gaurishankarbhai Chanv, the Senior Management of our Company, none of our Directors, Key Managerial Personnel and Senior Management are related to each other.

Arrangement or understanding with major Shareholders, customers, suppliers or others

I have not been appointed on our Board pursuant to any arrangement with our major shareholders, customers, suppliers or others.

Service contracts with Directors

Our Company has not entered into any service contracts with Bankim Kantilal Mehta which provide for benefits upon the termination of his employment.