

01st August, 2025

APPOINTMENT LETTER



Mrs. Sandhya Kohli
11 A, Upper Ground Floor,
Gopal Park, Krishna Nagar,
Delhi- 110051

We, GEM Enviro Management Limited ("GEM") would like to inform that you are appointed as **Non- Executive Independent Director** on the Board of Directors of GEM with effect from **August 01, 2025**, subject to the approval of shareholders of the Company.

This letter of appointment sets out the terms and conditions of your appointment in accordance with the provisions of the Companies Act, 2013 ("the Act") read with rules made thereunder and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations") as amended, from time to time.

I. Appointment:

- A. Your appointment as an Independent Director of the Company is for a term of 5 consecutive years effective from August 01, 2025 to July 31, 2030 (both days inclusive) unless terminated earlier or extended, as per the provisions of this letter or applicable laws.
- B. You will not be liable to retire by rotation.
- C. Your re-appointment at the end of your term shall be based on the recommendation of the Nomination & Remuneration Committee ("the Committee") and subject to the approval of the Board and the Shareholders. Your re-appointment shall be considered by the Committee and / or Board based on the outcome of performance evaluation process and your eligibility to meet the independence criteria.
- D. Notwithstanding other provisions of this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the criteria of independence as per the applicable law or on the occurrence of any event as mentioned under Section 167 of the Act.
- E. Your appointment is subject to the maximum permissible Directorships that one can hold as per the provisions of Section 165 of the Companies Act.



GEM ENVIRO MANAGEMENT LIMITED

Waste Management Agency (WMA)

Reg. Office : Unit no.203, Plaza- 3, Central Square, Bara Hindu Rao, Delhi- 110006, Ph. No. 011-49068377
Email : info@gemrecycling.com, Web : www.gemrecycling.com, CIN No. : L93000DL2013PLC247767

II. Committees:

- A. In addition to serving as Director of the Company, you may be appointed on any of the Committees of the Board from time to time, as the Board may decide and any such appointment shall be communicated to you.
- B. The Board shall look forward to your active participation in the Board and Committee Meetings and facilitate to bring independent judgment to the Board.

III. Time Commitment:

- A. As a Non-Executive Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to facilitate the Board with effective leadership in relation to the Company's strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance. The Board and Audit Committee meets at least four times in a year. Besides, there are other committee meetings like Nomination and Remuneration Committee, Stakeholders Relationship Committee, etc. which are ordinarily convened as per requirements. You will be expected to attend Board Meetings, Committee Meetings of the Board to which you are a member/may be appointed as a member and Shareholders' Meetings. You shall devote such time to your duties, as may be appropriate for you to discharge your duties effectively.
- B. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

IV. Role and Duties:

- A. Your role and duties will be those normally required of a Non-Executive Independent Director under the Act.

There are certain duties prescribed for all Directors, both Executive and Non- Executive, which are fiduciary in nature and are as under:

- i. You shall act in accordance with the provisions of the Act and Company's Articles of Association.
- ii. You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
- iii. You shall discharge your duties with due and reasonable care, skill and diligence.
- iv. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- v. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- vi. You shall not assign your office as Director and any assignments so made shall be void.



In addition to the above requirements applicable to all Directors, the role of the Non-Executive Independent Director has the following key elements:

Strategy: Independent Directors to constructively contribute to the development of the Company's strategy.

Performance: Independent Directors to oversee the performance of the Management in meeting agreed goals and objectives and monitor the reporting of performance.

Risk: Independent Directors to evaluate and ensure that financial information is accurate, and should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible.

People: Independent Directors are responsible for determining appropriate levels of remuneration of Executive Directors and the process of succession planning and also have a prime role in appointing, and where necessary, removing Senior Management.

Reporting: Independent Directors take responsibility for the processes for accurately reporting on performance and the financial position of GEM; and

Compliance: Independent Directors should keep governance and compliance with the applicable legislation and regulations under review and the conformity of GEM practices to accepted norms.

V. Remuneration:

- A. You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board.
- B. The payment of sitting fees will be within the limits mandated under the Act.
- C. As per the provisions of the law, you will not be entitled to any stock options.
- D. In addition to this, the Company will reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company and this will include reimbursement of expenses incurred, if any, for attending the Board/Committee Meetings, General Meetings, etc.

VI. Confidentiality:

- A. All information acquired during your appointment is confidential and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or regulatory authorities.



This restriction shall cease to apply to any confidential information which may (other reason of your breach) become available to the public generally.

- B. You will not, except with the prior written consent of the Company, be in any way connected with or interested in any business in competition with that of the Company. This does not prevent you from holding equity or other securities in other companies, however it is expected that you will not serve on the Boards of competing companies.
- C. Your attention is also drawn to the requirements under the SEBI (Prohibition of Insider Trading) Regulations, 2015 and code of conduct made thereunder, which concerns the disclosure of price sensitive information and dealings in the securities of the Company. Consequently, you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary of the Company.

VII. Disclosure of Interest:

During your term of appointment, you agree to promptly notify the Company of any change in your directorships, and also agree to provide a declaration under Section 149(7) of the Act, upon any change in circumstances including personal interest or conflict which may affect your status as an Independent Director.

VIII. Evaluation Process:

As a member of the Board, your individual performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Your appointment and re-appointment on the Board shall be subject to the outcome of the yearly evaluation process.

IX. Termination:

- A. Your directorship on the Board of the Company shall terminate or cease in accordance with the provisions of the Act and the Articles of Association of the Company.
- B. You may resign from your position at any time by giving a notice in writing to the Company stating the reasons for resignation.
- C. If at any time during your tenure, there is any change that may affect your status as an Independent Director as envisaged in relevant provisions of the Act or you fail to meet the criteria for "Independence" under the provisions of the SEBI Listing Regulations, you agree to inform the change of status to the Board.



X. Contract:

It is agreed that this is a contract for services and is not a contract of employment. This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Courts in Delhi.

It is a pleasure to have you on Board. Your association, expertise and advice will immensely benefit the Company and the Board. Please confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter

Yours sincerely,

For GEM Enviro Management Limited


PUNEET SHRIVASTAVA
MANAGER – HR & ADMIN



I have read and understood the terms of my appointment as Independent Director of the Company and I hereby affirm my acceptance to the same.

Signed

Dated