



BENCHMARK COMPUTER SOLUTIONS LIMITED

(ISO 9001:2015 Certified)

CIN - U72000MH2002PLC137752 GSTN - 27AACCB3357N1ZE

LETTER OF APPOINTMENT FOR ADDITIONAL INDEPENDENT (NON-EXECUTIVE) DIRECTOR

Date: 03/09/2024

To,

Ms. Mona Bhide

1st Floor, Sethna Building 55, Maharshi Karve
Road, Marines Lines, Mumbai -400002.

**Sub.: Appointment as an Additional Director (Non-Executive Independent) of
Benchmark Computer Solutions Limited ('The Company').**

Dear Ma'am,

We are pleased to inform you that Board of Directors at their meeting held on 03rd September, 2024, has appointed you as an Additional Director (Non-executive Independent) of the Company with effect from 03rd September, 2024 and subject to the confirmation by the shareholders at ensuing Annual General Meeting.

It is our privilege to issue you an appointment letter pursuant to the provisions of the Companies Act, 2013 The detailed terms and conditions have been attached to this letter as a separate annexure. The same are as required as per Section 149 (6) of the Companies Act, 2013, ("2013 Act"), Regulations 16 and 25 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ["SEBI (LODR) Regulations, 2015"] as and when applicable.

I look forward to your continued support, as always, in ensuring the Company is run with the highest degree of efficiency and governance at the Board level.

Thanking you,

Yours faithfully,

For BENCHMARK COMPUTER SOLUTIONS LIMITED

HEMANT MUDDANNA SANIL

Director

DIN: 01245532

Place: Mumbai

Date: 03/09/2024





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TERMS & CONDITIONS FOR APPOINTMENT OF INDEPENDENT DIRECTOR

The terms of your appointment, as set out in this letter, are subject to the provisions of the Companies Act, 2013, and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as and when applicable and the Articles of Association of the Company (as amended from time to time) and as has been discussed by the Board from time to time.

1. TERMS OF APPOINTMENT:

Your appointment is for a period of 5 consecutive years commencing from 3rd September, 2024 (subject to Members' approval at the ensuing Annual General Meeting of the Company);

In compliance with provisions of section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.

Your designation will be changed from Additional Director (Non-Executive Independent) to Non - Executive Independent Director for a period of 5 (Five) Years w.e.f. 03rd September, 2024 upon regularization of your appointment by Shareholders at ensuing Annual General Meeting.

2. DUTIES:

In addition to your role as Director on the Board, the Board may nominate you as the Chairman/ Member of other Board Committees, as it may deem fit from time to time.

You shall abide by the "Code for Independent Directors" as outlined in Schedule IV to Section 149 (8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166) and in Regulation 17(5) of SEBI (LODR) Regulations, 2015 as and when applicable. For your ready reference, the relevant provisions have been extracted and attached to this letter as Annexures.

You shall act in accordance with the Company's Articles of Association as may be amended from time to time.

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.

You will also be responsible for providing guidance in the area of your expertise.

3. STATUS OF APPOINTMENT:

You will not be an employee of the Company and this letter shall not constitute a contract of employment.



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4. REMUNERATION:

You will be paid such remuneration by way of sitting fees (subject to deductions of applicable taxes) for meetings of the Board and its Committees as may be decided by the Board.

In addition to the sitting fees, profit-related commission may also be payable to you, as determined by the Nomination & Remuneration Committee or the Board having regard to the factors as disclosed in the remuneration policy forming part of the Board's report.

The Company shall reimburse from time to time all expenses that may be incurred in the course of performance of duties as Non-Executive Independent Director of the Company.

5. CONFLICT OF INTEREST:

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to both the Chairman as well to the Board.

6. DISCLOSURE OF INTEREST:

Pursuant to the provisions of Section 184(1) of the Act, you are required to disclose your concern or interest in any company or companies or bodies corporate, firms or other association of individuals which shall include the shareholding, as prescribed under the Rule 9 of the Companies (Meetings of the Board and its Powers) Rules, 2014 (as amended from time to time).

Any material interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contract with a particular person, firm or company is acceptable.

7. CODE OF CONDUCT:

Unless specifically authorized by the Company, you shall not disclose company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents, franchises, dealers, distributors and importers.



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Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

Additionally, you shall not participate in any business activity which might impede the application of your independent judgment, in the best interest of the Company.

All Directors are required to sign a confirmation of adherence to Code of Conduct on annual basis and continued adherence to Code of Conduct shall be a requirement for your continued directorship in the Company.

8. CHANGES IN PERSONAL DETAILS

During the Term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

9. NOTICE PERIOD FOR RESIGNATION:

Your directorship on the Board of the Company shall terminate or cease in accordance with law.

You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board. In terms of provisions of the Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies, Mumbai.

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company.

10. GENERAL:

This Letter and any non-contractual obligations arising out of or in connection with this Letter are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Mumbai.



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This letter takes effect from September 03rd, 2024 being the date of your appointment. We request you to take a note of this letter. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this Letter.

Yours sincerely,

By and on behalf of Board of Directors

For BENCHMARK COMPUTER SOLUTIONS LIMITED

HEMANT MUDDANNA SANIL

Director

DIN: 01245532

Place: Mumbai

Date: 03/09/2024

