



महाराष्ट्र MAHARASHTRA

जाठपत्र - २

2022 मुद्रांक विज्ञापन नोटबन्दी अनुक्रमांक (U7083) दिनांक 25AA 864848 - 1 DEC 2022



जिल्हा कोषागार कार्यालय, ठाणे  
14 NOV 2022  
मुद्रांक प्रमुख लिपीक / लिपीक



दस्तावा पत्राह -  
दस्त बोंदणी करणार उद्धे का ? होब/नाही  
मिळकतीचे योजव्यात कर्तव्य -  
मुद्रांक विकत घेणाऱ्याचे नाव -  
हस्तो अखत्यक्ष त्याचे नाव, पत्ता व उद्दी -  
दस्तावा पत्रकाशाचे नाव -  
मुद्रांक शुल्क रक्कम - 100/500  
मुद्रांक विक्रेत्याचा सती- (श्री. बंग हेरि कंगर).  
मुद्रांक विक्रीचे ठिकाण/पत्ता - जिल्हा इंटरनेट/टारगॅटिंग सेंटर  
दफ्तार नं. १४, अच्युत बाईकट, कोरेक्टर ऑफिस ब्लॉक,  
ठाणे (प.) - ४०० ६०१.  
परवाना मुद्रांक करणीक - १२०१०१०

ज्या कारणासाठी जगांनी मुद्रांक रवर रे अस्त त्यांनी त्याच कारणासाठी  
मु. १ अरेटी केल्याप्रमाणे ६ अधिकार करणे कोडकारक आहे.

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE CONSULTANT AGREEMENT DATED APRIL 1, 2023 EXECUTED BETWEEN JNK INDIA PRIVATE LIMITED AND MR. BANG HEE KIM

**Consultant Agreement**

**Between  
JNK India Private Limited  
&  
MR. B. H. KIM**

This Consultant Agreement ("Agreement") is made on and entered into this 1<sup>st</sup> day of April 2023.

**BY AND BETWEEN**

**JNK INDIA PRIVATE LIMITED (CIN: U29268MH2010PTC204223)**, a Company registered under provisions of the Companies Act, 1956, having its registered corporate office at Unit No. 203,204,205 & 206, Opp. TMC Office, Centrum IT Park, Near Satkar Hotel, Thane-West, MH 400604 IN (hereinafter referred to as "**JNKI**" / "**Company**" for the sake of brevity), which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assigns of the **FIRST PART**;

**AND**

**Mr. Bang Hee Kim**, having **Age 61 years**, **passport no. M30804888** residing at Mok - Dong Apartment, 505-803, 350 Mok dong dong-Ro, Yangcheon-Gu, Seoul Metropolitan 07987, Korea; (hereinafter referred to as "**Consultant**" for the sake of brevity), which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assigns of the **SECOND PART**;

**JNKI** and **Consultant** hereinafter referred to collectively as "**Parties**" and individually as "**party**".

**AND WHEREAS** **JNKI** is engaged in the business of Purchasing, Sales, Site erection, Installation, Commissioning, Inspection, Supervision, Performance, Assurance, Training, Manufacturing, Assembling, Producing, Indenting, Procurement, Fabrication, Marketing, Imports, Exports, Trades, Deals, Representatives, Consultancy, Design and Research & Development for Fired Heaters and related products mainly used in all the industries domestically and globally. The Company is fully managed by professionals and has inhouse engineering, design, and execution team.

**WHEREAS** the Consultant is one of the global pioneer in Fired Heater and reformer industry and have experience of more than 30 years in execution of **LSTK contracts** and has actively participated in Engineering, Fabrication and Erection related work for execution of work worldwide as a top management person.

**AND WHEREAS** **JNKI** has approached the Consultant for providing overall Engineering Consultancy for various Projects of **JNKI**. The Consultant has agreed to provide the desired assistance to **JNK** on Professional basis.

**NOW, THEREFORE**, in consideration of the initial discussion and correspondence, the Parties hereto agree as follows:

**1. SCOPE OF WORK:**

- a) The Company appoints the Consultant for providing business consultancy services through virtual and/or physical modes as more specifically elaborated in **Annexure A** of the Agreement ("Consultancy

Services”).

- b) It is expressly agreed between the Parties that the Company shall be entitled to amend the scope of the Consultancy Services, depending on its business requirements with prior consultation of the consultant.

## **2. CONSULTANT’S DUTIES AND RESPONSIBILITY AND LIMIT OF OBLIGATION:**

- a) The Consultant shall provide the Consultancy Services diligently as are incidental or implied and consistent with his representations, relevant experience, and qualifications as being in the best interest of the Company.
- b) The Consultant shall devote his time, knowledge, skill, and attention on the performance of the Consultancy Services for the Company and attend at the premises/place(s) of the Company where he shall from time to time be instructed by the Company as per business requirements of the Company.

## **3. AUTHORITIES OF CONSULTANT:**

- a) The Consultant under this Agreement has no authority to legally represent Company, to make and enter into contract with any person or persons on behalf of, or in the name of the Company, and to do anything to legally bind the Company, without specific prior written authorization of the Company.

## **4. EFFECTIVE DATE, DURATION AND TERMINATION:**

- a) This Agreement shall commence from **01<sup>st</sup> April, 2023** (“Effective Date”) and will be in force till **31<sup>st</sup> March, 2024**.
- b) The Company may immediately and without notice, terminate this Agreement if the Company determines in its own discretion that the Consultant is guilty of:
  - i) the commission of a crime involving moral turpitude, theft, fraud or deceit;
  - ii) conduct that has an adverse effect on the Company’s reputation;
  - iii) substantial or continued unwillingness to perform duties as reasonably advised by the Board of Directors of the Company;
  - iv) gross negligence or deliberate misconduct; or
  - v) any material breach of the terms mentioned in this Agreement.
- c) The Company or the Consultant can terminate the Agreement by issuing 30 (Thirty) days prior written notice.
- d) On the date of expiration or termination of this Agreement the Consultant shall return to the Company all the confidential and/or proprietary information of the Company as well as the equipment provided by the Company during the Term of Agreement, if any and shall handover the charge to the Company personnel.
- e) On the date of termination of this Agreement by the Company, prior commitments or any oral

communication given by the consultant on behalf of the company with or without knowledge of the Company will not be binding on the Company.

**5. CONSULTANCY CHARGES:**

- a) In consideration of the satisfactory Consultancy Services provided by the Consultant, the Company hereby agrees to pay the Consultant **Rs.20,00,000/- (Rupees Twenty Lakhs Only) per month.**
- b) The Consultant agrees to issue invoice in the name of Company on monthly basis, payable in 30 (Thirty) days from the invoice date.
- c) The Company agrees to reimburse the Consultant for all related expenses that are incurred with the performance of this Agreement, as may be agreed from time to time, at actuals, upon proper submission of the original bills, invoices, and any other evidential document in support of the expenses made by the Consultant.

**6. TAXES AND DUTIES:**

- a) Taxes including but not limited to TDS in accordance with the existing laws shall be applicable to the parties.

**7. SETTLEMENT OF DISPUTE AND GOVERNING LAW:**

- a) This Agreement shall be governed, construed, and enforced in accordance with the laws of India. Both Parties agree that the courts of Thane shall have the sole jurisdiction to settle any dispute that could arise between the Parties.
- b) Any dispute between the Consultant and the Company shall be settled by a sole arbitrator to be appointed by the Company in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as may be amended from time to time), the place of arbitration shall be Thane and the language of arbitration shall be English.

**8. INDEMNIFICATION:**

- a) The Consultant shall defend, indemnify, and hold harmless the Company from and against any and all liability, suits, claims, actions, proceedings, losses, damages, judgments and costs (each, a "Claim") including but not limited to a Claim arising out of infringement of any third-party intellectual property right, including designs and drawings, the Consultant's failure to comply with statutory or contractual or any other obligations, damages or Claims paid due to such non-compliance.

**9. NO PARTNERSHIP:**

- a) This Agreement is not intended to and does not create a partnership or joint venture or employer - employee relationship between the Parties.

**10. NON-EXCLUSIVE AGREEMENT:**

JNK reserves the right, and at its's sole discretion, may obtain similar services from other sources during the term of this Agreement without invalidating in whole or in part this Agreement , or waiving any rights or remedies JNK may have hereunder, including all extensions of this Agreement.

**11. GENERAL:**

- a) This Agreement may not be altered or modified except by a written agreement or addendum signed by both the Parties.
- b) During the term of this Agreement, the Consultant shall adhere to the rules, regulations, policies, and code of Conduct of the Company while providing the Consultancy Services to the Company.
- c) The captions used in this Agreement are for convenience only and are not intended to have any legal effect.
- d) If any provision, or portion thereof, of this Agreement is invalid or unenforceable under any applicable statute or rule of law, the Agreement shall be valid except it is to that extent to be deemed omitted.
- e) All the clauses which are meant to survive shall survive on termination of this Agreement for whatsoever reason.
- f) The Parties have read this Agreement and agree to be bound by all its terms. The Parties agree that there is no conditions precedent. The Parties further agree that this Agreement and the Annexures constitutes a complete and exclusive statement of the agreement reached between them and supersedes all proposals, oral or written, and all other communications between them relating to the terms and conditions of this Agreement.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first mentioned.

For and on behalf of  
JNK India Private Limited

For and on behalf of  
Consultant

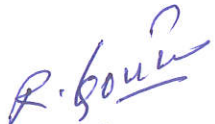
Signature   
Name: Arvind Kamath  
Title: Director  
(DIN: 00656181)




Signature   
Name: B. H. Kim  
Passport no. M30804888

Witness

Witness

Signature:   
Name: R. GOVINDAN  
Address: Flat No. 1204, Yucca,  
Nahar Amrit Shakti,  
Chandivali, Mumbai-72

Signature:   
Name: D. K. Yu  
Address: Seoul, Korea.  
No. 201, 43-5, Donggwang-sun,  
Seocho-gu, Seoul, 06561,  
Korea

## Annexure A

### Scope of Work

The Consultants shall perform the following work for the Company:

1. Approving Fire Heater type and design for given applications and parameters.
2. Approving the final engineering GA drawing for the heaters.
3. Approving the final specs and scope so as to meet Licensor/ PMC Specs.
4. Suggesting New concepts, design changes if any to improve the efficiency, reduce the costs and reduce emissions.
5. Suggesting on worldwide sourcing to meet specifications, time, and cost.
6. Connect with head of licensing and technology organisations throughout the world like uop, lummus etc. so that JNKI is approved and preferred. Also, to obtain and understand the new developments in domain.
7. Suggestions on innovations like electric heaters, green hydrogen etc. to make the organisation embrace the upcoming technologies ahead of time.
8. Review project schedule of large value project at apex level and advice on catchup plans.
9. Advice time to time improvements in HSE policies based on international practices.

For and on behalf of  
JNK India Private Limited

Signature

Name: Arvind Kamath  
Title: Director  
(DIN: 00656181)



For and on behalf of  
Consultant

Signature

Name: B. H. Kim

Passport no. M30804888