

महाराष्ट्र MAHARASHTRA

2020

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प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८००००९७

22 OCT 2020

सक्षम अधिकारी

श्रीम. सुषमा चव्हाण

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE MEMORANDUM OF UNDERSTANDING DATED JANUARY 15, 2021 EXECUTED BETWEEN JNK INDIA PRIVATE LIMITED AND MR. BANG HEE KIM

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on and entered into this ^{15th} day of ~~Jan~~ at 2021.

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 Registered Office at 203-206, Centrum I T Park, S G Barve Road, Thane 400 604. (**Company**) (hereinafter referred to as "JNK" 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, residing at Mok - Dong Apartment, 505-803, 350 Mok dong dong-Ro, Yangcheon-Gu, Seoul Metropolitan 07987, Korea; (hereinafter referred to as "**Service Provider**" 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**;

The JNK and the Service Provider hereinafter referred to collectively as "Parties" and individually as "party".

AND WHEREAS JNK 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.



WHEREAS Service Provider 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 JNK has approached Service Provider for providing overall Engineering Consultancy for Pemex Project. Service Provider has agreed to provide the desired assistance to JNK on Professional basis.

AND WHEREAS the parties have agreed to enter into a binding Memorandum of Understanding being these presents to record the terms, conditions and covenants.

NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. GENERAL;

- 1.1 The above preamble shall be an integral part of this MOU.
- 1.2 Unless otherwise amended in writing, both parties agree that the registered address of each party mentioned at the beginning of this MOU is deemed to be the legal JNK for any notice or other communication delivered or served.
- 1.3 Words denoting the singular include plural and words denoting any gender include all genders.
- 1.4 Heading and Sub – Headings are for information only and do not form a part of operative provisions of this MOU.
- 1.5 Any reference to a Clause, Sub – Clause or Schedule shall be deemed to be a reference to a Clause or a Sub – Clause of or schedule to this MoU.

2. SCOPE OF WORK:

- 2.1 Subject to the terms of this MOU, service provider hereby agrees to perform the following work on behalf of JNKOMPANY for Pemex Project, Mexico.
 - a. Review of Process Design Calculations
 - b. Resolution of Client's Comments
 - c. Review of Material Requisition of Major bought out Items.
 - d. Review of Vendor prints for Burner, Fans and APH.



3. TERM:

This MOU's initial term MOU will begin on the date when JNK receives the order and will end when JNK has completed the order.

4. FEES/ PAYMENT SCHEDULE:

JNK shall pay to the Service Provider a fees equivalent to INR 1,60,00,000/- (Rupees One Crore Sixty Lakhs only) as a one-time payment. The payment will be released as follows:

Payment Schedule:

100% on completion of more than 90% of work fees would be paid on the receipt of invoice complete satisfaction of all obligations of Service Provider.

5. INVOICE:

The invoice or bill raised against any Business Activity by Mr. B H Kim shall be issued in favor of JNK India Private Limited on following address:

Unit No. 203-206,
Centrum, S G Barve Road,
Wagle Ind. Estate, Thane.
India – 400604.

6. NON-EXCLUSIVE MOU:

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

7. TAX:

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

8. INDEMNITY:

Service provider shall indemnify, hold harmless and defend the JNK and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by Indemnified Party, relating to, arising out of or resulting from any third-party claim alleging: (a) breach or non-fulfilment of any representation, warranty or covenant under of this Agreement by Service provider;



(b) any negligent or more culpable act or omission of Service provider (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement; or (c) any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Service provider.

CONFIDENTIALITY:

The Service provider agrees that at any time during the term of this Agreement or for the two (2) year period following termination of its Agreement, it shall not utilize', disclose or disseminate any and all information concerning the business and operations of the JNK company that is disclosed or made known to' the Service provider in connection with this Agreement.

The Service provider recognizes that irreparable injury may result to the JNK Company in the event of a breach by the Service provider any of the obligations and restrictions. Accordingly, in that event the Service provider if violate any of the provisions of this Paragraph the JNK Company shall be entitled, in addition to actual damages and such other remedies as may be available to it, to an injunction prohibiting the Service provider from violating such provisions.

9. NOTICE:

Any notice or other communications to be given under this MoU shall be: (i) in writing; (ii) in the English Language; and (iii) may be delivered by first class prepaid recorded delivery post to the relevant address(s) stated in the MoU above (or to such other address as the addressee may from time to time have notified for that purpose) or sent by facsimile transmission.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MOU AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

For and on behalf of
JNK INDIA PRIVATE LIMITED

Signature: 

Name: Arvind Kamath

Title: Director

DIN:00656181



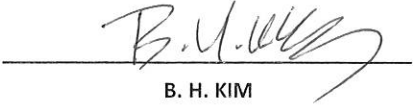
For and on behalf of
Mr. B H Kim

Signature: 

Name: B H Kim

Title: Proprietor

PAN:

| | | |
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| <p>B.H. KIM JNK Heaters Co., Ltd. C-1401, Woolim Lions Vailey, 371-28, Gasam-Dong, Geumcheon,Gu, Seoul, 153-803, Korea</p> | | |
| <p>To, JNK India Private Limited 203-206 Centrum, Plot No. C 3 Wagle Estate, Thane (W) India - 400604</p> | | <p>BILL NO : 2021-22-JNKI-03 DATE : 30.11.2021 PAN : CRTPK5816N</p> |
| PARTICULARS | | AMOUNT (INR) |
| <p><u>Engineering Consultancy Charges for Pemex Project</u></p> | | 1,60,00,000 |
| Total | | 1,60,00,000 |
| (Rupees: Sixteen Million) | | |
| <p>ACCOUNT INFORMATION Name : Kim Bang Hee Name of Bank : CITIBANK Korea Account No. : 110-01328-430-01 SWIFT code : CITIKRSX</p> |  <hr/> B. H. KIM | |

