

Agreement

1. Parties to the Agreement

This agreement has been reached between

- a) Trivedi Tectonics, 68 Premanjali, Bodakdev, Ahemdabad – 380 015, India (“TT” hereafter), and
- b) Jain Center of South Florida.,1960 N. Commerce Parkway #11, Weston, FL 33326, USA (“JCSF” hereafter)

2. Context

- 2.1 JCSF is building a Jain center at Weston, FL, USA and has approached TT for the design, manufacture, and supply of stonework for the Jain center.
- 2.2 TT has factory at Ahmedabad, India, equipped with the latest CAD/CAM facility for design and manufacture of fine, ready to assemble temples.

3. The Agreement

After detailed discussions, and appraisal of the conceptual drawings submitted by TT. JCSF awards the design and supply contract to TT on the following terms and conditions :-

3.1 Design & Drawings

- a) TT shall undertake design according to the JCSF specifications.
- b) TT shall supply conceptual and detailed shop drawings to the JCSF.

3.2 Fabrication

- a) TT shall commence fabrication of the material as soon as practical possible after
 - i) signing of this Agreement,
 - ii) agreed upon payment to TT have been made
 - iii) upon receiving proper approval from JCSF representative no later than 30th April 2007.

3.3 Supply

TT shall furnish to JCSF all of the material required for the Jain center, according to the plans and specifications attached hereto and forming a part of this contract as Annexure I.

- a) TT shall provide and pay for all materials, labor and tools needed to manufacture the marble work for the Jain center, unless otherwise stated herein.
- b) TT shall diligently procure and purchase at his own sole cost and expenses, the agreed and exact materials as specified in said plans and specifications.

- c) TT may request to substitute said materials with materials of similar pattern, design and quality on prior written approval of JCSF and forming an addendum to this contract.
- d) The stones should be properly cut, carved, polished and finished to the full satisfaction of **JCSF** and with good depth of the carving, with no breakage on the edges and highly polished. The grade and quality of the stone will be as mentioned in Addendum II.
- e) TT shall be liable for any kind of taxes, permits (whether local or otherwise) in India and is TT's sole responsibility if they arise.
- f) JCSF agrees that the direction and supervision of TT rests exclusively with TT, or his duly designated agent, and JCSF agrees not to issue any instructions to, or otherwise interfere with, same.

3.4 **Freight**

JCSF shall pay to TT for contracted rate of \$16,000 for packing, fumigation, loading, FOB charges, transportation and insurance for the three containers. Shipment shall only take place after prior clearance in writing/fax by JCSF.

- a) TT shall provide proper packaging and fumigation of all carved stones at his sole cost and expenses.
- b) TT shall pay for transportation of the finished material from the TT factory to Port Everglades/Port of Miami.
- c) TT shall pay and undertake insurance coverage for the movement of the consignments from FOB TT factory to delivery at the JCSF site in good condition. Insurance policy shall be effective for the duration of 6 month or installation whichever comes first. TT shall provide copy of insurance mentioning JCSF as the beneficiary party.
- d) JCSF will be responsible for the custom clearance of the consignments, any custom duty, VAT at the U.S.A. destination port, and also bear cost of unloading and storage at its sole cost and expenses.
- e) In case of breakage in transportation, TT agrees to timely replacement of parts at no cost to JCSF, the cost shall be covered by the insurance.
- f) TT will be responsible for any Royalty, India customs, taxes and other duties (Non-USA port) at its sole cost and expenses.

3.5 **Installation**

- a) JCSF shall install the stonework through a separate contractor at its sole cost and expenses at the Jain center premise.
- b) TT shall make supervisor available upon request for the installation assistance at the JCSF expense (travel, lodging, plus approx. US \$25 per day). For visit by Mr. Virendra Trivedi, Mr. Manish Dave or any other architects, JCSF shall pay all travelling, lodging plus US \$150 per day.

3.6 **Inspection**

- a) TT will supply pictures of artwork (Bhaktamber, AtamSidhhi, Shatrunjaya Pat, Navkar) via e-mails for the proof reading.
- b) TT will supply pictures of interim, finished products and setup, if requested by JCSF.
- c) TT shall arrange for stage inspection and final mockup at no cost to JCSF, at TT Ahmedabad factory, including final inspection before packaging and shipment. JCSF will make arrangements for the personnel visit at its cost and expenses.
- d) TT shall supply unpacking instructions with diagram.
- e) JCSF nominated representative shall issue a completion certificate before dispatch.

3.7 **Changes, Alterations, and Extras**

All changes in or departures from the plans and/or specifications shall be in writing. Where changes in, or departure from, plans and specifications requested in writing by JCSF, will result in furnishing of additional labor and materials, JCSF shall pay TT for such extras at a price agreed upon in writing before commencement of said change. Where such change results in the omitting of any labor or materials, TT shall allow JCSF a credit therefore at a price agreed to in writing before commencement of said changes. Any changed, alterations or extras from the plans or specifications which may be required by any public body or inspector, shall be paid for the same on actual at cost basis.

3.8 **Pricing**

- a) Price agreed between TT and JCSF for all stonework design and manufacturing is \$170,000 (One hundred and seventy thousand US Dollars) as per Annexure I & II.
- b) Price agreed by TT and JCSF for polishing, packaging, fumigation, loading, Freight, FOB charges and Insurance for 3 (three) containers is \$16,000 (sixteen thousand US Dollars) for all the TT supplied stone work plus Murties as per Annexure I & II.

3.9 **Shipment Schedule**

- a) TT shall supply stonework as follows,

First Container	15 August 2007
Second Container	17 Sept 2007
Third Container	15 October 2007
- b) This schedule can be amended by mutual agreement in writing due to Unforeseen circumstances.

3.10 Payments

JCSF shall make payment arrangements as follows,

Date	Description	Payment (in U.S. \$)	Value (US \$)
16 Jun 2006	Advance Received	2,000	2,000
14 Mar 2007	Advance with order	10,000	12,000
31 Mar 2007	Advance	44,000	56,000
03 Aug 2007	shipment of container 1 of 3	40,000	96,000
07 Sept 2007	shipment of container 2 of 3	40,000	136,000
05 Oct 2007	shipment of container 3 of 3	30,000	166,000
01 Dec 2007	After installation of items or within 6 months of B/L	20,000	186,000
	TOTAL	186,000	

4. Amendments

This agreement can be modified, in writing, by mutual consent.

Signed this eighth day of March 2007.

For Trivedi Tectonics

For Jain Center of South Florida

Kiran Trivedi
Chairman, TT

Bhavna J. Shah
Board of Director, JCSF

Attached

Annexure I : Conceptual Drawings (Plan, Elevations, Details)

Annexure II : Negotiated Price List

Addendum I : Marble Grade-Quality note

Addendum II : Arbitration note

Addendum I

Marble Grade and Quality Note :

The Marble used shall be good quality as mutually agreed and physically approved by Mr. Kiran J. Trivedi and Mrs. Bhavna J. Shah.

JCSF and TT agree that marble being a natural stone shall have few grey marks and variations.

All marble to be used in specific areas shall have the mutual consent of JCSF nominee and TT.

Addendum II

Arbitration Note :

In case of any dispute the same shall be referred to Mr. Hemant Rana for arbitration as agreed by JCSF and TT.