

5391897

Dated 5 April 2005

- (1) DR STEVEN NEWBERY and
OTHERS
- (2) PLATINUM MINING
CORPORATION OF INDIA (UK)
LIMITED

SHARE SALE AGREEMENT
for the sale and purchase of
the entire issued share capital of
PLATINUM MINING CORPORATION
OF INDIA LIMITED

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London EC1A 4DD

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THIS AGREEMENT is made on

5 April

2005

BETWEEN

- (1) **THE SEVERAL PERSONS** whose respective names and addresses are set out in column (1) of Schedule 1 (the "**Sellers**"); and
- (2) **PLATINUM MINING CORPORATION OF INDIA (UK) LIMITED** (registered in England with No. 5391897) whose registered office is at Marston House Market Close Poole Dorset BH15 1NQ (the "**Purchaser**").

WHEREAS

- (A) Platinum Mining Corporation of India Limited (the "**Company**") is a company incorporated in England and Wales with No.4258767 whose registered office is at Marston House Market Close Poole Dorset BH15 1NQ.
- (B) The Company has, at the date of this Agreement, an authorised share capital of £100,000 divided into 222,222,222 ordinary shares of £0.00045 each of which 112,000,000 ordinary shares of £0.00045 are issued and fully paid or credited as fully paid.
- (C) The Sellers have agreed to sell the Sale Shares (as defined below) to the Purchaser and the Purchaser has agreed to purchase the Sale Shares from the Sellers on the terms and subject to the conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:-

1. Definitions

- 1.1 In this Agreement and in the Schedules the provisions of this Clause shall apply unless the context otherwise requires.
- 1.2 The following words shall bear the meaning set opposite them:

"Completion" means the completion of the sale and purchase of the Sale Shares;

"Consideration Shares" means 112,000,000 ordinary shares of £0.00045 each in the share capital of the Purchaser;

"Sale Shares" means the 112,000,000 ordinary shares of £0.00045 each in the share capital of the Company owned by the Sellers in the amounts set opposite their respective names in column (2) of Schedule 1.
- 1.3 References to persons shall include references to unincorporated associations, to the singular shall include references to the plural and to the masculine shall include references to the feminine.
- 1.4 References to Clauses and Schedules are to clauses of and schedules to this Agreement.
- 1.5 The headings in this Agreement have been inserted for convenience only and shall not affect its construction.

2. Sale and Purchase

- 2.1 Each Seller shall sell to the Purchaser the number of Sale Shares set opposite that Seller's name in column (2) of Schedule 1 free from all liens charges rights of pre-emption encumbrances and equities and together with all dividends interest bonuses distributions and other rights now or hereafter attaching thereto and the Purchaser shall purchase the Sale Shares accordingly.
- 2.2 In consideration of the Purchaser agreeing to purchase the Sale Shares, each of the Sellers severally warrant, represent and undertake to the Purchaser in the terms set out in Schedule 2.
- 2.3 Each of the parties hereby represents and warrants to each other that it has full power and authority to enter into and perform its respective obligations under this Agreement and that this Agreement constitutes its binding obligations and is enforceable in accordance with its terms.
- 2.4 The warranties contained in Clause 2.3 and Schedule 2 shall remain in full force and effect notwithstanding Completion.
- 2.5 Each of the Sellers waives all rights of pre-emption or similar rights over any of the Sale Shares conferred on him either by the articles of association of the Company or in any other way.
- 2.6 The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

3. Consideration

The consideration for the sale of the Sale Shares shall be satisfied by the allotment and issue, credited as fully paid and free from all liens charges rights of pre-emption encumbrances and equities, of that number of Consideration Shares set out opposite the respective Seller's name in column (3) of Schedule 1.

4. Completion

- 4.1 Subject as provided in Clause 4.4, Completion shall take place at the offices of the Company immediately on exchange of this Agreement or at such other place and/or time as the parties may agree in writing.
- 4.2 At Completion each Seller shall procure the delivery:
 - 4.2.1 to the Purchaser of duly executed transfers for the transfer of the Sale Shares in favour of the Purchaser (or as the Purchaser may direct); and
 - 4.2.2 to the company secretary of the Company the share certificates representing all of the Sale Shares (or an express indemnity in a form satisfactory to the Purchaser in the case of any found to be missing) to be held to the order of the Purchaser.
- 4.3 Upon Completion of the matters referred to in Clause 4.2 the Purchaser shall:

- (a) allot and issue credited as fully paid up those number of Consideration Shares to the Sellers as set opposite the relevant Seller's name in column (3) of Schedule 1 and deliver the relevant share certificates in respect of the Consideration Shares duly executed and completed by the Purchaser in the name of each of the Sellers; and
- (b) cause the name of each of the Sellers to be entered into the register of members of the Purchaser as the holders of those number of Consideration Shares allotted and issued to them as set opposite the relevant Seller's name in column (3) of Schedule 1.

4.4 If in any respect material to the Purchaser the provisions of Clause 4.2 are not complied with on the date of Completion, the Purchaser shall not be obliged to complete this Agreement.

5. Costs

Each party hereto shall pay the costs and expenses incurred by it in connection with the entering into and completion of this Agreement.

6. Further Assurance

6.1 The Law of Property (Miscellaneous Provisions) Act 1994 applies to all dispositions of property made under or pursuant to this Agreement.

6.2 Each party shall, from time to time on being required to do so by the other party, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the other party as the other party may reasonably consider necessary for giving full effect to this agreement and securing to the other party the full benefit of the rights, powers and remedies conferred upon the other party in this Agreement at the cost and expense of the first party.

7. Assignment

No party may assign the benefit of this Agreement whether absolutely or by way of security unless with the prior consent in writing of the other party (such consent not to be unreasonably withheld or delayed) and any purported assignment in contravention of this Clause shall be ineffective.

8. Entire Agreement

In relation to the sale of the Sale Shares, this Agreement represents the entire understanding between the parties and supersedes any previous agreement or understanding between the parties. So far as it remains to be fulfilled, this Agreement will continue in full force and effect notwithstanding Completion.

9. Waiver and variation

9.1 No omission to exercise or delay in exercising any right, power or remedy provided by law under this Agreement shall constitute a waiver of such right, power or remedy of any other right, power or remedy or impair such power or remedy. No single or partial exercise of any such right, power or remedy shall preclude or impair any other or further exercise

thereof or the exercise of any other right, power or remedy provided by law or under this Agreement.

9.2 Any waiver of any right, power or remedy under this Agreement must be in writing and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and only for the purpose for which it is given.

9.3 No variation to this Agreement shall be of any effect unless it is agreed in writing and signed by or on behalf of each party.

10. Financial Promotion

10.1 Each of the Parties acknowledges to each of the others, after due and careful consideration, that:

10.1.1 it is not entering into this Agreement in consequence of or in reliance on any unlawful communication (as defined in section 30(1) of the Financial Services and Markets Act 2000) made by any other Party or any other Party's professional advisers;

10.1.2 except as expressly provided in this Agreement, it is entering into this Agreement solely in reliance on its own commercial assessment and advice from its own professional advisers; and

10.1.3 each other Party is entering into this Agreement in reliance on the acknowledgements given in this sub-clause.

11. Ratification of previous share issues

11.1 Each of the Parties acknowledges to each of the others that during the period from 1 September 2004 to 1 January 2005, the Company issued shares to certain of the shareholders (the "**Relevant Share Issues**") without the prior express authority of the shareholders of the Company under the Act.

11.2 The Sellers hereby confirm, approve and ratify each of the Relevant Share Issues by the Company notwithstanding such lack of authority at the time of the Relevant Share Issues.

12. Proper Law

This Agreement shall be governed by and constructed in accordance with English Law and each of the parties irrevocably submits to the exclusive jurisdiction of the English courts.

13. Sellers' Obligations

The obligations of the Sellers under this Agreement are several and any reference to the Sellers (including any reference to them as parties) means each of them severally.

14. Notices

14.1 Any notice or other document to be given hereunder shall be in writing and shall be delivered or sent by first class post or facsimile transmission to the party to be served at

that party's address appearing in this Agreement or the facsimile number set out below or to such other address or facsimile number as that party shall notify in accordance herewith. Each communication shall be marked for the attention of the relevant person.

14.2	Party	Address
	To: Any of the Sellers	The address set out in column (1) of Schedule 1 beneath that Seller's name
	To: Purchaser	Marston House Market Close Poole Dorset BH15 1NQ Fax: 01202 68 33 99 For the attention of: the Company Secretary

14.3 Any such notice or document shall be deemed to have been served if delivered at the address referred to in Clause 14.2 at the time of delivery or if sent by first class post at the expiration of forty-eight hours after the envelope containing the same shall have been put into the post or if sent by facsimile transmission at the time of completion of transmission by the sender and in providing such service it shall be sufficient to prove that delivery was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid first class letter or that the facsimile transmission was properly addressed and acknowledged as the case may be provided that the facsimile transmission was despatched and confirmatory transmission report was received.


15. Counterparts

- 15.1 This Agreement may be executed in any number of counterparts and by the parties on different counterparts, but shall not be effective until each party has executed at least one counterpart.
- 15.2 Each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement.

IN WITNESS whereof this Agreement has been signed by the parties hereto on the day and year first before written.

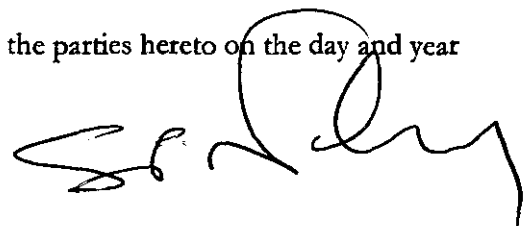
SIGNED by
DR STEVEN NEWBERY

in the presence of:


RACHEL TURNBULL
160 ALDERSCOTE ST
LONDON
SOLICITOR

SIGNED by
RICHARD HEALEY

in the presence of:



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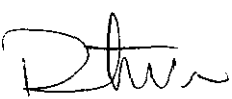
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in the presence of:

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SIGNED by
RICHARD HEALEY
in the presence of:


RICHARD TURNER
160 ADELPHI ST
LOW ADELPHI
SOLICITOR

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LISA PICKERING
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Lisa Pickering
A. Rooks

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RAMON NEWBERY
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Arthur Rooks
26 Fern Street
Deception Bay
Retiree.

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SPI PARTNERS LIMITED
acting by:

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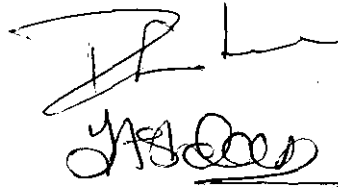
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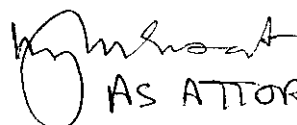
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160 ALDERSCOTE ST
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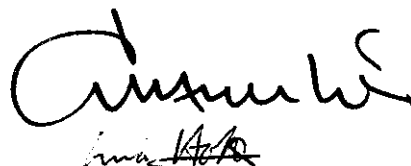
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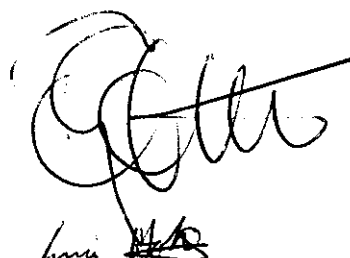
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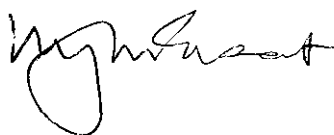
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RAEHEL TURNBULL
160 ADESGATE ST.
LONDON
SOLICITOR



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PETER DYMOKE-MARR
in the presence of:

) *Anthony MARR*
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) *a.s. Gray*
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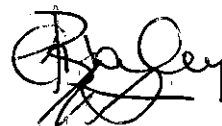
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in the presence of: JAMIE
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J. Alexander
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MARGARET NEWBERY)
in the presence of:)

M. R. Newbery
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HEREFORD SECURITIES
MANAGEMENT LIMITED
acting by: *PATRICK MATHON*

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in the presence of:

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ANNE LYDON
in the presence of:

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1. The first part of the paper is devoted to a generalization of the classical theory of the p -adic numbers. In this part, we consider the p -adic numbers \mathbb{Q}_p and the p -adic integers \mathbb{Z}_p . We define the p -adic valuation $v_p(x)$ and the p -adic norm $|x|_p$. We also define the p -adic exponential function $\exp_p(x)$ and the p -adic logarithm $\log_p(x)$.

2. The second part of the paper is devoted to the study of the p -adic gamma function $\Gamma_p(x)$. We define $\Gamma_p(x)$ and show that it satisfies the functional equation $\Gamma_p(x+1) = x\Gamma_p(x)$. We also show that $\Gamma_p(x)$ is a p -adic analytic function.

3. The third part of the paper is devoted to the study of the p -adic zeta function $\zeta_p(s)$. We define $\zeta_p(s)$ and show that it satisfies the functional equation $\zeta_p(s) = \zeta_p(1-s)$. We also show that $\zeta_p(s)$ is a p -adic analytic function.

4. The fourth part of the paper is devoted to the study of the p -adic L-function $L_p(s)$. We define $L_p(s)$ and show that it satisfies the functional equation $L_p(s) = L_p(1-s)$. We also show that $L_p(s)$ is a p -adic analytic function.

5. The fifth part of the paper is devoted to the study of the p -adic beta function $\beta_p(s)$. We define $\beta_p(s)$ and show that it satisfies the functional equation $\beta_p(s) = \beta_p(1-s)$. We also show that $\beta_p(s)$ is a p -adic analytic function.

6. The sixth part of the paper is devoted to the study of the p -adic gamma function $\Gamma_p(x)$. We define $\Gamma_p(x)$ and show that it satisfies the functional equation $\Gamma_p(x+1) = x\Gamma_p(x)$. We also show that $\Gamma_p(x)$ is a p -adic analytic function.

7. The seventh part of the paper is devoted to the study of the p -adic zeta function $\zeta_p(s)$. We define $\zeta_p(s)$ and show that it satisfies the functional equation $\zeta_p(s) = \zeta_p(1-s)$. We also show that $\zeta_p(s)$ is a p -adic analytic function.

8. The eighth part of the paper is devoted to the study of the p -adic L-function $L_p(s)$. We define $L_p(s)$ and show that it satisfies the functional equation $L_p(s) = L_p(1-s)$. We also show that $L_p(s)$ is a p -adic analytic function.

9. The ninth part of the paper is devoted to the study of the p -adic beta function $\beta_p(s)$. We define $\beta_p(s)$ and show that it satisfies the functional equation $\beta_p(s) = \beta_p(1-s)$. We also show that $\beta_p(s)$ is a p -adic analytic function.

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PETER DYMOCK-MARR
in the presence of:

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SIGNED by
CATHERINE BRALEY
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JAYNE ALEXANDER
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HEREFORD SECURITIES
MANAGEMENT LIMITED
acting by:

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PETER DAVIES
in the presence of:

SIGNED by
ANNE LYDON
in the presence of:

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T. J. P.
TREVOR WILLIAMS
546 YORK ROAD
SHEFFIELD M1 2ES
SC14 2ES.

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SIGNED by
NICK PORCHER

in the presence of: *Richard Henry*

) *Nick Porcher*
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Loraine Marriott
60 Tibbs Hill Road
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) Charlotte McGregor.

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R. Turner
RAEMO TURNBULL
160 ALDERSCOTE ST
LONDON
SOLICITOR

Rob Weinberg

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M. CAFFRINI, 57 RACON ROAD -
LONDON SW6 1NW *M. Caffrini*

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PAT GORMAN)
in the presence of:)

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RAHEL TURNBULL
160 ALBERTATE ST
LONDON
SOLICITOR



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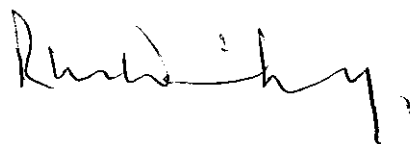
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PAT GORMAN)
in the presence of:)

SIGNED for and on behalf of)
PLATINUM MINING CORPORATION)
OF INDIA (UK) LIMITED)
acting by:)



SIGNED by
LEONIE WILLIAMS
in the presence of:

} Leonie Williams
TSX

NEVON WILLIAMS
546 YORK ROAD
STEVENAGE
HERTS
SG1 4ES

Schedule 1
Details of the Sellers

Name and Address of Seller	Number of Sale Shares	Number of Consideration Shares
Steven Newbery 1 Palmridge Court Deception Bay, QLD Australia 4508	39,184,000	39,184,000
Lisa Pickering 1 Palmridge Court Deception Bay, QLD Australia 4508	12,800,000	12,800,000
Richard Healey Stour View Candy's Lane Corfe Mullen Wimborne BH21 4EF	17,857,000	17,857,000
Malcolm Groat Greenbanks Salisbury Road Blandford Forum DT11 7SP	1,786,000	1,786,000
Umesh Sahdev B-20 Pandara Road New Delhi India 110 003	3,125,000	3,125,000
Martyn Pincus 1046 Glenhuntly Road South Caulfield Melbourne Victoria Australia 3165	1,250,000	1,250,000
Ramon Newbery 39 West St Wareham BH20 4JT	12,800,000	12,800,000

Name and Address of Seller	Number of Sale Shares	Number of Consideration Shares
Michael Mead 170 Sandy Lane Upton Poole	2,875,000	2,875,000
Beverley Pickering Unit 6 Wickham Cove 45 Albert Street Caloundra QLD Australia 4551	2,137,000	2,137,000
Margaret Newbery 39 West St Wareham BH20 4JT	1,200,000	1,200,000
Catherine Braley 8 The Royal Crescent Tidworth Wiltshire	1,600,000	1,600,000
Jayne Alexander c/o 39 West St Wareham BH20 4JT	1,600,000	1,600,000
Peter Dymock-Marr Flat 7 Greystones 20 Burlington Road Swanage	1,786,000	1,786,000
Pat Gorman 90 Colney Lane Cringleford Norwich NR4 7RG	157,000	157,000
Rob Weinberg 41 Cranley Gardens London N10 3AB	210,000	210,000

Name and Address of Seller	Number of Sale Shares	Number of Consideration Shares
Geoff Atherton Park Hall House Heathencote Towcester Northants NN12 7LD	2,482,000	2,482,000
Peter Atherton Park Farm Gayhurst Newport Pagnell MK16 8LG	2,062,000	2,062,000
Peter Davies 24 Foxglove Drive Biggleswade Beds SG18 8SP	788,000	788,000
Julian Kowalik 2 Riverside Cottages Cadwell Ickleford Hitchin SG5 3TZ	263,000	263,000
Ron Ware Rotseleriaan 20 3080 Tevuren Belgium	320,000	320,000
Tim Cross Crowthorne House 25 Oxford Road Farnborough Hants GU14 6QU	263,000	263,000
Hereford Securities and Management CP361, 16 Rue Voltaire 1211 Geneva 13 Switzerland (Paddy Mahon)	1,050,000	1,050,000

Name and Address of Seller	Number of Sale Shares	Number of Consideration Shares
Anne Lydon Flat 8 Rothwell Dene 12 Milner Road Bournemouth BH4 8AE	420,000	420,000
Nick Porcher 15 Barbers Wharf Poole Quay Poole BH5 1ZB	420,000	420,000
SPI Partners Ltd PO Box 207 13-14 Esplanade St Helier Jersey JE1 1BD (Shiv Khemka)	3,153,000	3,153,000
Peter Lee-Jones Willow End Prospect Cottages London SW18 1NW	150,000	150,000
Christine Swindley The Coach House North Luffenham Oakham LE15 8JS	262,000	262,000

Schedule 2

Warranties

Each Seller warrants to the Purchaser that as at Completion:

1. He is able to sell the Sale Shares to be transferred by him to the Purchaser free from all liens, charges, equities and encumbrances and that he has the right to transfer the legal and beneficial title to them.
2. The sale of the Sale Shares is not in breach of any agreement with any other person.