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TRUE COPY OF THE ORIGINAL

Gras Dodd
Evans Dodd, Solicitors
9 Balgair Place, Mount Street
London W1K 2AU

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DATED

7th APRIL

2009

AGREEMENT

relating to

THE SALE AND PURCHASE OF SHARES IN BANSAL LIMITED

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COMPANIES HOUSE

THIS AGREEMENT is made the 7th day of APRIL 2009

BETWEEN

- (1) Bansal Group Limited (Company Number 06820675) whose registered office is at Leytonstone House Hanbury Drive, Leytonstone, London E11 1GA ('the Purchaser'); and
- (2) The persons whose respective names and addresses are set out in the Schedule column 1 ('the Target Shareholders').

NOW IT IS AGREED as follows:

1 RECITAL

- 1.1 The Target Shareholders are the registered holders of the Target Shares set out in the Schedule at column 2.
- 1.2 The Target Shareholders have agreed to sell and the Purchaser has agreed to buy the Target Shares subject to the terms and conditions of this agreement.

2 DEFINITIONS

In this agreement:

'Consideration Shares' means the shares in the Purchaser set out in the Schedule at Column 3.

'Loan Notes' means the Loan Notes issued by the Purchaser as set out in the Schedule at Column 3.

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'Memorandum and Articles of Association' means the memorandum and articles of association of the Purchaser.

'Target Company' means Bansal Limited (Company Number 1479340) whose registered office is at 313/319 High Road, Leytonstone, London E11 4JT.

'Target Shares' means the issued shares in the Target Company set out in the Schedule at Column 2.

3 SALE AND PURCHASE

- 3.1 The Target Shareholders and the Purchaser agree for the sale by the Target Shareholders and the purchase by the Purchaser of the Target Shares in consideration of the issue and allotment by the Purchaser of the Consideration Shares and the Loan Notes to the Target Shareholders as set out against their respective names in the Schedule.
- 3.2 The Target Shareholders shall sell with full title guarantee and the Purchaser shall purchase the Target Shares free from all liens charges and encumbrances and with all rights attaching to them with the effect from the date of this agreement.
- 3.3 The Consideration Shares shall be allotted subject to the terms and conditions of the Memorandum and Articles of Association and the Loan Notes shall be issued subject to the terms and conditions of the Loan Note Instrument.
- 3.4 The respective Sellers hereby acknowledge receipt of a copy of the Memorandum and Articles of Association and the Loan Note Instrument and confirm acceptance of the terms and conditions referred to therein.

4 COMPLETION

- 4.1 The sale and purchase shall be completed at the office of Evans Dodd at 5 Balfour Place, Mount Street, London W1K 2AU on 7th day of April 2009.
- 4.2 On completion:
 - 4.2.1 the Target Shareholders will deliver to the Purchaser duly executed transfers of the Target Shares together with the relative share certificates;
 - 4.2.2 a board meeting of the Company shall be held at which the transfers referred to in clause 4.2.1 shall be approved (subject to stamping);
 - 4.2.3 a board meeting of the Purchaser shall be held at which the allotment of the Consideration Shares and the Loan Notes shall be approved;

4.2.4 upon completion of the matters referred to in clauses 4.2.1- 4.2.3 the Purchaser will issue and allot the Consideration Shares and/or the Loan Notes to Target Shareholders as set out against the respective names in the Schedule.

5 GENERAL

- 5.1 The Target Shareholders and the Purchaser shall procure that such resolution of the Target Company and of the Purchaser and of their respective boards of directors shall be passed and shall make or do or procure to be made or done such other deeds acts or things as may be necessary or appropriate to implement the terms of this agreement.
- 5.2 The Target Shareholders waive any rights of pre-emption in respect of the Target Shares contained in the articles of association of the Target Company.
- 5.3 The parties agree to keep strictly confidential information acquired as a result of this agreement or the implementation of the terms hereof and such information shall not be used by the parties in any way whatsoever save as may be necessary to accomplish the purpose of the Agreement. Any such information shall not be disclosed to any third party unless such third party is required to know the same for the purpose directly concerned with this agreement and in the event of such disclosure being necessary such third party shall agree to be bound by the terms of this clause.
- 5.4 This agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.
- 5.5 This agreement shall be governed by and construed in accordance with English law and the parties to this agreement irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this agreement.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE

Column 1 Names and addresses of Target Shareholders	Column 2 Number of Target Shares	Column 3 Consideration Shares/Loan Notes
Jagjeet Singh Bansal Birch House 25 Meadow Way Chigwell Essex IG7 6LR	8,060 'A' Ordinary Shares 3,025 'D' Ordinary Shares	317 'A' Ordinary Shares 121 'B' Ordinary Shares
<div>Blocked for Confidentiality Purposes</div>		

The Purchaser

Signed by **JAGJEET SINGH BANSAL**
for and on behalf of
BANSAL GROUP LIMITED

.....
Director

The Target Shareholders

Signed by Jagjeet Singh Bansal

Signed by

Signed by

.....
.....
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PURPOSES.