

Special Resolutions to Authorise Purchase of Own Shares

Number of Company: 1565298

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS OF JHAIDEV ENGINEERING LIMITED

PASSED ON 15TH AUGUST 1995

- a. That the terms of the contract proposed to be made between Boota Singh Cooner and Jhaidev Engineering Limited (the company) for the purchase of 1 share of £1 each in the capital of the company, which terms are set out in the copy of the proposed contract produced to this meeting and for the purpose of identification signed by the chairman hereof, be and are hereby authorised.
- b. That if and in so far as article 14 the company's articles would but for this resolution have to be complied with before the terms of the contract authorised by Resolution a. above may be properly fulfilled, the said article shall be waived.

B. S Cooner

.....
Chairman

Contract for Purchase of Own Shares

THIS AGREEMENT is made the 15th day of August 1995 between

1. Boota Singh Cooner of 56 Westfield Road, Edgbaston, Birmingham B15 3QQ; and
2. Jhaidev Engineering Limited whose registered office is situate at Unit 4, Hockley Brook Trading Estate, South Road Avenue, Hockley, Birmingham B18 5TE (hereinafter called 'the purchaser')

WHEREAS

- A. The purchaser was incorporated in England on 1st June 1981 under the Companies Act 1985 and has at the date hereof an authorised share capital of £100 divided into 100 £1 shares of which 4 are issued and fully paid.
- B. This agreement is made by the purchaser pursuant to the powers contained in Chapter VII of Part V of the Companies Act 1985 and by the articles of association of the company to purchase its own shares and pursuant to a special resolution passed at an extraordinary general meeting of purchaser held on 15 August 1995.

NOW IT IS AGREED as follows.

1. The vendor shall sell and the purchaser shall purchase, free from all liens, charges and encumbrances 1 share of £1 each in the capital of the purchaser.
2. The purchase price of that share of £1 shall be £60,000 in cash.
3. Completion of the sale and purchase of shares hereunder shall take place at the registered office of the purchaser on 15 August 1995 whereupon:
 - (a) the vendor shall deliver to the purchaser the share certificate in respect of the share to be sold by the vendor hereunder or in the case of a lost certificate such indemnity as the purchaser shall reasonably require; and
 - (b) the purchaser will deliver to the vendor a cheque for the consideration due to the vendor.
4. Time shall be of the essence for this agreement.
5. The purchaser warrants and represents to the vendor that all requirements of Chapter VII of the Companies Act 1985 relating to an 'off-market purchase' by a company of its own shares have been complied with.

6. (a) This agreement shall be binding upon the personal representatives or successors of the vendor, but shall not be assignable.
- (b) This agreement constitutes the whole agreement between the parties hereto and no variation hereof shall be effective unless made in writing.
- (c) This agreement shall be governed by the law of England.

AS WITNESS this agreement has been signed by or on behalf of the parties hereto the day and year first before written.

SIGNED by the vendor *B.S. Coores*

in the presence of *N.J. Patel*
N.J. PATEL

SIGNED by the purchaser..... *AD2007*

for and on behalf of *Sharden Engineering Ltd*

in the presence of *N.J. Patel*
N.J. PATEL