

DATED

19 September 2018

(1) OMAR SHORIF, ZIAUL ISLAM CHOWDHURY, FAZLUL BARI CHOUDHURY

-and-

(2) SHAWKAT KARIM CHOWDHURY
WAZADUR ROB CHOWDHURY

SHARE SALE AND PURCHASE AGREEMENT

-relating to-

ALDBROOK LTD

Mr Fokrul Islam (Solicitor)

LAWMANS | 
SOLICITORS

25 Brighton Road, Croydon, CR2 6EA
T: 0208 680 8269 Fax: 0208 686 6218

SCHEDULE 1

The Sellers

Name and Address of Seller	Shares held	Proportion
Omar Sharif of <input type="text"/> <input type="text"/>	4	£4000.00
Fazlul Bari Choudhury of <input type="text"/> <input type="text"/>	5	£5000.00
Ziaul Islam Chowdhury of <input type="text"/> <input type="text"/>	3	£3000.00

SCHEDULE 2

The Company

Name: Aldbrook Ltd

Registered in England no: **07831708**

Date of incorporation: 2 November 2011

Share capital: £12000 into 12 ordinary shares of £1000.00 each

SCHEDULE 3

The Property

Lease of 79 Stortford Road, Great Dunnow, Essex, CM6 1DL trading as Jalsa Ghar
Restaurant

SCHEDULE 4

Sellers' Obligations on Completion

On Completion the Sellers shall:

1.1 deliver to the Buyer:

- 1.1.1 transfers of the Shares by the registered holders thereof in favour of the Buyer together with the relative share certificates and certified copies of any power of attorney under which any of such transfers may have been executed;
- 1.1.2 all the statutory and other books (duly written up to date) of the Company and its certificate of incorporation or registration and certificate of incorporation on change of name and common seal (if any);

SCHEDULE 5
Consideration

- 1.1 The purchase price payable to the Sellers for the Shares shall be the sum of £12000.00 (twelve thousand pounds), which shall be due to the Sellers in the Proportions and shall be paid in cash on Completion.

THIS AGREEMENT is made on 19 September 2018 between:

- (1) THE INDIVIDUALS whose names and addresses are set out in column 1 of Schedule 1 of this Agreement (each a "Seller" and collectively "the Sellers"); and
- (2) SHAWKAT KARIM CHOWDHURY of [redacted] and WAZADUR ROB CHOWDHURY [redacted] ("the Buyer").

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

In this Agreement:

1.1 The following words and expressions shall have the meanings set out below:

"the Accounts"	the audited accounts of the Company comprising an audited balance sheet as at the Accounts Date and audited profit and loss account for the financial period ended on the Accounts Date together with the reports of the directors and auditors, any cash flow statements and all notes relating to such Accounts;
"the Accounts Date"	19 September 2018;
"the Act"	the Companies Act 2006;
"Business Day"	any day (other than Saturday) on which clearing banks are open for normal banking business in London;
"the Buyer's Solicitors"	None
"the Company"	Aldbroom Limited (of which particulars are given in Schedule 2);
"Completion"	completion of the sale and purchase of the Shares in accordance with the terms of this Agreement;
"Completion Date"	the date of this Agreement;
"Confidential Information"	all secret or confidential commercial, financial and technical information, know-how, trade secrets, inventions, computer software and other information whatsoever and in whatever form or medium and whether disclosed orally or in writing, together with all reproductions in whatsoever form or medium and any part or parts of it;
"Encumbrance"	any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security,

	interest, title, retention or any other security agreement or arrangement, whether monetary or not;
"Intellectual Property"	(a) patents, trade marks, service marks, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;
"Intellectual Property Rights"	all Intellectual Property owned, used or required to be used by the Company;
"Intellectual Property Agreements"	means agreements or arrangements relating (wholly or partly) to Intellectual Property or to the disclosure, use, assignment or patenting of any invention, discovery, improvement, process, formulae or other know-how;
"Notice"	includes any notice, demand, consent or other communication;
"the Property"	all real properties briefly described in Schedule 3 and each of them and each and every part of each of them;
"Proportions"	that part of the purchase price due for the Shares to which each Seller is entitled respectively, details of which are set out in column 3 of Schedule 1;
"Release"	any release, waiver or compromise or any other arrangement of any kind having similar or analogous effect;
"Relevant Business"	means any business which consists of or includes to a material extent
"Restricted Area"	means 3 mile radius of CM6 1DL
"the Sellers' Solicitors"	Lawmans Solicitors Ltd, 25 Brighton Road, Croydon, CR2 6EA
"the Shares"	all the shares in the capital of the Company;

1.2 Unless the context otherwise expressly requires, words and expressions which are

otherwise defined in the Act shall have the same meaning when used in this Agreement, but "company" shall mean and include both "company" and "body corporate", as in each case defined in the Act.

- 1.3 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force at the date of this Agreement, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it provided that it would not impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.4 The schedules form part of this Agreement.
- 1.5 A reference to any gender shall include the other and neuter gender and a reference to a "person" includes a reference to any corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 The singular includes the plural and vice versa.
- 1.7 A document referred to as being in "the Agreed Terms" shall be in the form of that document signed or initialled for identification by or on behalf of the parties.
- 1.8 A person shall be deemed to be connected with another if that person is connected with such other within the meaning of section 839 of Income & Corporation Taxes Act 1988.
- 1.9 References to "indemnify" and "indemnifying" any person against any circumstance include indemnifying and keeping him indemnified from and against all liabilities, losses, claims, demands, damages, costs, expenses and interest which he may suffer or incur in connection with or arising out of that circumstance.
- 1.10 The headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.11 The Buyer enters into this Agreement, so far as may be necessary for the enforcement of any provision for the benefit of the Company, as trustee for and on behalf of the Company.
- 1.12 All warranties, undertakings, guarantees, indemnities, covenants, agreements and obligations given or entered into by or on behalf of more than one person in this Agreement are, unless otherwise expressly stated, given or entered into jointly and severally.

2. AGREEMENT FOR SALE AND PURCHASE

- 2.1 On the terms of this Agreement, each of the Sellers shall sell and the Buyer shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this Agreement.
- 2.2 The Buyer shall not be obliged to complete the purchase of any of the Shares unless the purchase of all the Shares is completed simultaneously.

- 2.3 Each of the Sellers hereby waives any pre-emption rights they may have in relation to any of the Shares.
- 2.4 The Buyers shall be liable to pay all bills and invoices from the 19 September 2018 and will indemnify the Sellers against any personal liability for Bills and Invoices due on, or after the 19 September 2018.

3. CONSIDERATION

The purchase price payable to the Sellers for the Shares shall be as set out in Schedule 5.

4. COMPLETION

- 4.1 Completion shall take place on the Completion Date at Sellers's Solicitors office or at such other location agreed between the parties.
- 4.2 On Completion the Sellers shall fulfil the obligations set out at Schedule 7.
- 4.3 On Completion, and on the condition that the Sellers have complied with their obligations under clause 4.2, the Buyer shall:
- 4.3.1 make the payments required to be made on Completion in accordance with clause 3; and
 - 4.3.2 acknowledge receipt of the Disclosure Letter.
- 4.4 If any of the preceding provisions of this clause 4 are not complied with on the Completion Date, then (without prejudice to any and all rights of action it may have pursuant to the terms of this Agreement or otherwise) the party not in default may rescind this Agreement by notice in writing to the other.

5. CONFIDENTIAL INFORMATION

- 5.1 Each of the Sellers shall keep and procure to be kept secret and confidential all Confidential Information which relates to the Company or its business or is used in its business and shall not use or disclose to any person any such Confidential Information.
- 5.2 The obligations of confidentiality in this clause shall not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement or which any of the Sellers receive from a third party independently entitled to disclose it or which any of the Sellers are required by law or regulatory authority to disclose.

6. NON-COMPETITION

- 6.1 Each of the Sellers covenant with the Buyer that he/she will not directly or indirectly and whether alone or in conjunction with, or on behalf of or by way of assistance to,

any other person:

- 6.1.1 at any time during the period of 12 months beginning with Completion, deal with any person who is at Completion, or who has been at any time during the period of 12 months immediately preceding that date, a client or customer of the Company; or
- 6.2 The Sellers undertake that they shall not at any time after Completion, use in connection with any trade or business any trade or service mark, business or domain name, design or logo or e-mail address used by the Company which is, in the reasonable opinion of the Buyer, capable of confusion with such words, mark, name, design or logo or e-mail address.
- 6.3 Each of the undertakings in clause 8.1 and 8.2 is:
 - 6.3.1 considered by the parties to be reasonable;
 - 6.3.2 a separate undertaking by each of the Sellers and is enforceable by the Buyer (on behalf of itself and of the Company) separately and independently of its right to enforce any one or more of the restrictions in clause 8.1 and 8.2; and
 - 6.3.3 given for the purpose of assuring to the Buyer the full benefit of the business and goodwill of the Company and in consideration of the agreement of the Buyer to acquire the Shares on the terms of this Agreement.
- 6.4 Accordingly, if any restriction is found to be unenforceable, but would be valid if any part of it were deleted or the period or area of application reduced, the restriction shall apply with such modifications as may be necessary to make it valid and enforceable.
- 6.5 Nothing in the undertakings set out in clause 8.1 and 8.2 shall be deemed to prohibit any action in respect of any business or part of any business in which (otherwise than as a result of any breach of any of those undertakings by the Sellers) the Company and the Buyer and every other subsidiary of the Buyer have ceased to be involved prior to any event giving rise to a claim, or which would but for this clause 8.4 give rise to a claim, under this clause 8.

7. ASSIGNMENT

- 7.1 Except as provided otherwise in this Agreement, no party may assign, or grant any Encumbrance or security interest over, any of its rights under this Agreement or any document referred to in it.
- 7.2 Each party that has rights under this Agreement is acting on its own behalf.
- 7.3 The Buyer may assign its rights under this Agreement (or any document referred to in this Agreement) to a wholly owned subsidiary or a holding company of which it is a wholly owned subsidiary, or a fellow wholly owned subsidiary of the same holding company of which it is wholly owned subsidiary providing that any assignee is bound to the Sellers on the same terms mutatis mutandis to this Agreement.
- 7.4 If there is an assignment:
 - 7.4.1 the Sellers may discharge their obligations under this Agreement to the

assignor until it receives notice of the assignment; and

- 7.4.2 the assignee may enforce this Agreement as if it were a party to it, but the Buyer shall remain liable for any obligations under this Agreement.

8. WHOLE AGREEMENT

This Agreement together with all documents entered into or to be entered into pursuant to its provisions constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings and discussions between the parties, save to the extent that they arise out of the fraud or fraudulent misrepresentation of any party.

9. VARIATION AND WAIVER

- 9.1 Any variation of this Agreement shall be in writing and signed by or on behalf of the parties.
- 9.2 Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived.
- 9.3 A party that waives a right in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- 9.4 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.
- 9.5 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.
- 9.6 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

10. PROVISIONS SURVIVING COMPLETION

Insofar as the provisions of this Agreement shall not have been performed at Completion, they shall remain in full force and effect notwithstanding Completion.

11. FURTHER ASSURANCE

The Sellers shall (at their reasonable expense) promptly execute and deliver all such documents, and do all such things, as the Buyer may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement.

12. COUNTERPARTS

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.

13. COSTS

Each party shall, except where otherwise stated, pay its own costs of and incidental to this Agreement and its subject matter except that, if the Buyer shall lawfully exercise any right hereby conferred to rescind this Agreement, the Sellers shall indemnify the Buyer against all expenses and costs incurred by it in connection with this Agreement and its subject matter.

14. SEVERANCE

The provisions of this Agreement are severable and distinct from one another, and, if at any time any of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the others shall not in any way be affected or impaired thereby.

15. NOTICES

15.1 Any Notice relating to this Agreement shall be in writing delivered personally or sent by pre-paid first class post or electronic means to the address of the party to be served given herein or such other address as may be notified for this purpose (or, by way of service upon all of the Sellers, to the Sellers' Solicitors).

15.2 Any such Notice shall, if sent by post, be deemed to have been served 24 hours after despatch and, if delivered by hand or sent by electronic means, be deemed to have been served at the time of such delivery or transmission.

If, however, in the case of delivery by post a period of 24 hours after despatch would expire on, or if, in the case of delivery by hand or electronic means, such delivery or transmission occurs on, a day which is not a Business Day or after 4.00 p.m. on a Business Day, then service shall be deemed to occur on the next following Business Day.

15.3 In proving service it shall be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post and, in the case of a transmission by electronic means, it shall be sufficient to produce a fax transmission report showing that transmission was duly and fully made to the correct number or an email delivery receipt.

15.4 Any notice relating to this Agreement and served as provided in this clause 23 on any of the Sellers shall be deemed to have been given to each of the Sellers.

15.5 Any such notice shall be deemed to have been given to the personal representatives of a deceased Seller, notwithstanding that no grant of representation has been made in respect of his or her estate, if the Notice is given to the Sellers' Solicitors in accordance with clause 22.1, to the deceased Seller by name or to his or her personal representatives by title at the relevant Seller's address given herein or at such other address as may have been notified by them in writing to the sender as being their address for service.

15.6 Each of the Sellers irrevocably and unconditionally appoints the Sellers' Solicitors as his agent for the service of any Notice or proceedings arising out of or in connection

with this Agreement and the transactions hereby agreed upon.

16. PROPER LAW AND JURISDICTION

This Agreement and any disputes or claims arising out of or in connection with its subject matter (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

SIGNED by or on behalf of the parties the day and year first before written

