**Date:**

**FROM:**

**TO:**

**IRREVOCABLE PAYMENT GUARANTEE LETTER GPI AUTOMATIC TRANSACTION (IPGL)**

**Agreement No. :**

**Transaction Reference No.(TRN):**

**Transfer Date:**

**Tranche Amount:**

This letter serves as notification that **MR. xxxxxxxxx CEO of xxxxxxxxx** holder of **xxxxxxx** passport No.: **xxxxxxxxxxx** with full legal and corporate authority will honor the following on behalf of the **“xxxxxxxxxxxx”** with regard to the **GPI AUTOMATIC WITH UETR CODE** send vide Transaction Reference No.(TRN): **xxxxxxxxxx**

I, Mr. xxxxxxxxx the “Receiver” , have confirmed with my bank officer that we are Ready Willing And Able (RWA) to download & payout the above said fund amounting to xxxxxx Billion Euros (€ ,000,000,000.00) sent to xxxxxxxxxxxx with the Account Holder xxxxxxxx

I, Mr. xxxxxxx the “Receiver”, have confirmed with my banker this above mentioned your funds have received and located on our receiving bank xxxxxxxxx in favor of xxxxxxx and would like to declare with full responsibility and under penalty of perjury that we are ready willing and able to download it upon receive original screen shot include final codes after due verification and confirmation of this Bank Endorse Payment Guarantee letter by Sender’s Bank.

I, Mr. xxxxxxxxxxxx the “Receiver”, hereby confirm that, on behalf of my banker that once the download been done, they will do the payout as per this: Irrevocable Payment Guarantee Letter (IPGL) to all nominees with copy of transfer slips within Five Banking days once the download been done, and the copies will be made available to you immediately.

I, **Mr. xxxxxxxxx** the **“Receiver”**,**,hereby Confirms That We Will Not Request Of MT 199/MT 799, No Bank Officer To Bank Officer Communication Or Any Other Request Other Than Agreed Procedure Or Any Extra Documents Once The Download Is Been Completed**  by their bank officer and is good enough to execute this Payment Guarantee Letter **by hand sign on blue ink** and Endorse by Bank to proof the genuinely.

* Once funds are downloaded, I, Mr. xxxxxxxxxx, on behalf of the “xxxxxxxxxx” with full corporate and financial responsibility hereby guarantee to issue payments for the contract by sending MT103/202 same day value SWIFTS/TT/Fed wire within Five (5) Banking days of our account receiving the downloaded funds.
* The laws applicable to the agreement code govern the present guarantee. The courts having jurisdiction for matters relating to the agreement shall have jurisdiction in respect of matters relating to the agreement. The present guarantee shall come into force and shall take effect upon its signature.

This Payment Guarantee letter (endorsed by Receivers Bank Officers) will serve as **MR. xxxxxxxxxxxx on behalf of xxxxxxxxxxxxx (Account Holder)** will irrevocably honors and guarantee your share of payment being as per Irrevocable Master fee protection Agreement, which is part of this IPGL, hereby of the total investment as per the instruction made in this IPGL in against of the above Investment in our company. All transfer instructions shall state: “funds are clean and clear, of non - criminal origin and are payable in cash immediately upon receipt by beneficiary’s bank, same day value.” We do hereby irrevocably guarantee with full corporate responsibility and authority and, under penalty of applicable perjury laws of We take full guarantee for the payout within Five (5) banking days immediately after the above-mentioned amount will be credited in our account.

**I, MR. xxxxxxxxx Hereby swear and sign under penalty of perjury, that the information provided in this PGL is accurate and true.**

**I made this affirmation on behalf of xxxxxxxx under the position of the CEO of the company.**

**Passport № :**

**Country of Issue :**

**Date of Issue :**

**Date of Expiry :**

**Signature of the Account Holder STAMP of the Receiver:**

****

 **BY HANDSIGN ON BLUE WET INK & SEA**L

 **(NO COPY/PASTE)**

**ENDORSEMENT & CONFIRMATION BY**

 Signature and Stamp of

****

 **BY HANDSIGN ON BLUE WET INK & SEA**L

 **(NO COPY/PASTE)**

**Bank Officer Name#1 :**  **Bank Officer Name#2:**

**Title : Title :**

**PIN : PIN :**

**Bank Officer Tel No. : + Bank Officer Tel No. : Bank Officer Email :**   **Bank Officer Email :**

**Date :**

**IRREVOCABLE MASTER DISBURSEMENT & PAYMENT AGREEMENT (IMDPA)**

**Agreement No. :**

**Transaction Refence No. (TRN):**

**Transfer Date:**

**Tranche Amount:**

The **GPI SWIFT MT-103 AUTOMATIC** Receiver irrevocably agrees to pay a total fee of Forty Percent (40%) of the face value of Cash Transfer to the Investor / sender and Both the Cash Transfer investor / sender And the Cash Transfer Developer / Receiver agreed that the sender’s agents and The Receiver's agents are entitled to share Ten Percent (10%) (5% each side) of the Total Face Value of SWIFT Cash Wire Transfer as intermediary commission fees.

I, the undersigned **xxxxxxxxxxxxxxxxxxxxxxxxxxxx CEO of xxxxxxxxxxxxxxxxx,** (hereinafter referred to as the “Payer” of the present monetary resources) acting with full legal and corporate responsibility, hereby irrevocably and unconditionally, without protest or notification, without prejudice, recourse, or delay guarantee to pay the project funding sums entitled to each Project Developer’s below nominated Master Paymasters accounts listed on this document, via **SWIFT MT103 same day value** , at the time of each and every tranche of the transaction settlement with Investor, meaning simultaneously upon clearance of funds and receipt of credit to our account. This IMDPA is our irrevocable pay order to the project developers, is and shall remain an integrate part of the referenced contract between **Receiver and Investor**.

This IMDPA shall remain in effect until this transaction, including any renewals, extensions and additions are fully completed.

ARBITRATION: All disputes and questions whatsoever which arises between the Investor, Receiver and/or Beneficiaries/Project Developers to this Aagreement and touching on this IMDPA on the construction or application thereof or any account cost, liability to be made hereunder or as to any act or way relating to this Aagreement, shall be settled by the arbitration in accordance with the arbitration laws of the ICC.

This IMDPA contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the Parties may alter, amend, nor modify this IMDPA, except by an instrument in writing signed by both Parties and recipients of funds. This IMDPA will be governed by and construed in accordance with the laws of United Kingdom. In the event that either Party and/or Recipient(s) of funds shall be required to bring any legal actions against the Payorin order to enforce any of the terms of this IMDPA the prevailing party shall be entitled to recover reasonably attorney fees and costs.

This IMDPA, if transmitted by facsimile or electronic mail, shall be considered an original, legally enforceable document. Generally recognized International Standards of Non-Circumvention & Non-disclosure (NC/ND) are applicable for a period of

Five (5) Years from the date of this document or the last date of the contract, including any renewals, extensions and additions that are fully completed/signed /sealed and we agree to respect those.

We hereby declare that we are fully aware that the information received from you is in direct response to our request and is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, and is intended for our general knowledge only. We hereby affirm, under penalty of perjury, that we have requested information from you and your organization by our choice and free will, and further that you have not solicited us in any way. And, project developers and master paymasters are NOT Advisors of any Kind.

Parties to this IMDPA are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing in this IMDPA construes or creates a partnership or employer/employee relationship between or among the Payor and recipient(s) of funds here to. All taxes, federal, State or other are the independent responsibility of each of the recipient party hereto.

The above stated codes and any other identification codes shall remain the same and shall not be changed until this transaction including any renewals, extensions and additions are fully completed and we agree to respect those.

THIS IRREVOCABLE PAY ORDER / IMDPA WILL COME INTO EFFECT WITHIN THREE (3) BANKING DAYS AFTER BOTH PARTIES HAVE EXECUTED THE AGREEMENT AND ONLY AFTER THE INVESTOR’S BANK HAVE MADE THE RELATED TRANSFER OF INVESTMENT FUNDS TO RECEIVER’S/PAYER’S BANK ACCOUNT. ALL SWIFT MT103 CASH WIRE TRANSFERS TO BE MADE HEREUNDER WILL BE MADE IN EURO CURRENCY AND SHALL HAVE A SPECIAL MESSAGE ATTACHED TO IT AND READ: “**URGENT, THE SAME DAY VALUE AND CREDIT**”, AS PER THE AGREED TERMS AND CONDITIONS IN THIS AGREEMENT AND IMDPA, WHICH BANKING COORDINATES ARE AS FOLLOWS:

**IMPORTANT NOTE: The Receiver to issue IPGL on company letterhead and endorse it by receiving bank and send it by receiver’s bank officer to sender’s paymaster bank officer at xxxxxxxxxxxxxxxxx bank** xxxxxxx@xxxxxxx **send cc of email to :**  xxxxxxx@xxxxxxx

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**BANK ACCOUNTS FOR THE FUNDS DISBURSEMENT**

**PARTY “A” SENDER GROUP: FORTY FIVE PERCENT (45%) AS:**

**Party “A” – Investor / Sender - A1 : Forty Percent (40%) of the total face value of each and every tranche of transaction including roll & extension:**

|  |  |  |
| --- | --- | --- |
| **Total Share** |  | **Forty Percent (40%) CLOSED** |
| **Paymaster Name** |  | MAS LAW AUSTRALIA, Represented by Mr Avinesh Vijay Kumar |
| **Paymaster Email** |  |  |
| **Beneficiary Name** |  |  |
| **Bank Name** |  |  |
| **Bank Address**  |  |  |
| **Bank SWIFT Code** |  |  |
| **Account Name** |  |  |
| **Account Number Euro** |  |  |
| **Account Number USD** |  |  |
| **Bank Officer** |  |  |
| **Bank Officer Email** |  |  |
| **Bank Tel No.** |  |  |
| **Wire Instructions** |  | MT103 Same Day Value  |
| **Special Instructions** |  | PREADVICE MUST BE SENT VIA SWIFT PRIOR TO XXXXXXXXXXXX &XXXXXXXXXXXXXXXX WIRE TRANSFER & EMAIL A NOTIFICATION IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE TRANSACTION CODES. |
| **Required Message** |  | ALL SWIFT MT 103 TRANSFER INSTRUCTIONS SHALL STATE: FUNDS ARE GOOD, CLEAN AND CLEAR, OF NON- CRIMINAL ORIGIN, FREE FROM ANY LIENS AND ENCUMBRANCES, FREELY TRANSFERABLE AND ARE PAYABLE IN CASH IMMEDIATELY, SAME DAY FOR IMMEDIATE CREDIT UPON RECEIPT BY BENEFICIARYS BANK. |
| **Notice** |  | Beneficiary Reserves the right to change the bank account stated herein at anytime by providing written request directly to Receiver ( Payor) maximum three banking days before each transaction |

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**Party “A” – Investor / Sender – A2 : Five Percent (5%) of the total face value of each and every tranche of transaction including roll & extension:**

|  |  |  |
| --- | --- | --- |
| **Total Share** |  | Five Percent (5%) **CLOSED** |
| **Paymaster Name** |  | BILLION CITY LIMITED |
| **Represented**  |  |  |
| **Paymaster Email** |  |  |
| **Beneficiary Name** |  |  |
| **Bank Name** |  |  |
| **Bank Address**  |  |  |
| **Bank SWIFT Code** |  |  |
| **Account Name** |  |  |
| **Account Number Euro** |  |  |
| **Account Number USD** |  |  |
| **Bank Officer** |  |  |
| **Bank Officer Email** |  |  |
| **Bank Tel No.** |  |  |
| **Wire Instructions** |  | **MT103 Same Day Value**  |
| **Special Instructions** |  | PREADVICE MUST BE SENT VIA SWIFT PRIOR TO XXXXXXXXXXXXXX & XXXXXXXXXXXXXXX WIRE TRANSFER & EMAIL A NOTIFICATION IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE TRANSACTION CODES. |
| **Required Message** |  | ALL SWIFT MT 103 TRANSFER INSTRUCTIONS SHALL STATE: FUNDS ARE GOOD, CLEAN AND CLEAR, OF NON- CRIMINAL ORIGIN, FREE FROM ANY LIENS AND ENCUMBRANCES, FREELY TRANSFERABLE AND ARE PAYABLE IN CASH IMMEDIATELY, SAME DAY FOR IMMEDIATE CREDIT UPON RECEIPT BY BENEFICIARYS BANK. |
| **Notice** |  | Beneficiary Reserves the right to change the bank account stated herein at anytime by providing written request directly to Receiver (Payor) maximum three banking days before each transaction |

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**PARTY “B” DEVELOPER / RECEIVER GROUP: FIFTY FIVE PERCENT (55%) AS:**

**Party “B” - Developer / Receiver - B1: Fifty Percent (50%) of the total face value of each and every tranche of transaction including roll & extension:**

|  |  |  |
| --- | --- | --- |
| **Total Share** |  |  **Fifty Percent (50%)** |
| **Paymaster Name** |  |  |
| **Paymaster Email** |  |  |
| **Beneficiary Name** |  |  |
| **Bank Name** |  |  |
| **Bank Address**  |  |  |
| **Bank SWIFT Code** |  |  |
| **Account Name** |  |  |
| **Account Number** |  |  |
| **Bank Officer** |  |  |
| **Bank Officer Email** |  |  |
| **Bank Tel No.** |  |  |
| **Wire Instructions** |  |  |
| **Special Instructions** |  | PREADVICE MUST BE SENT VIA SWIFT PRIOR TO XXXXXXXXXXXXXX & XXXXXXXXXXXXXXX WIRE TRANSFER & EMAIL A NOTIFICATION IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE TRANSACTION CODES. |
| **Required Message** |  | ALL SWIFT MT 103 TRANSFER INSTRUCTIONS SHALL STATE: FUNDS ARE GOOD, CLEAN AND CLEAR, OF NON- CRIMINAL ORIGIN, FREE FROM ANY LIENS AND ENCUMBRANCES, FREELY TRANSFERABLE AND ARE PAYABLE IN CASH IMMEDIATELY, SAME DAY FOR IMMEDIATE CREDIT UPON RECEIPT BY BENEFICIARYS BANK. |
| **Notice** |  | Beneficiary Reserves the right to change the bank account stated herein at anytime by providing written request directly to Receiver (Payor) maximum three banking days before each transaction |

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**Party “B” - Developer / Receiver – B2:xxxx Percent (xxx%) of the total face value of each and every tranche of transaction including roll & extension:**

|  |  |  |
| --- | --- | --- |
| **Total Share** |  |  **xxxx Percent (xxx%)** |
| **Paymaster Name** |  |  |
| **Paymaster Email** |  |  |
| **Beneficiary Name** |  |  |
| **Bank Name** |  |  |
| **Bank Address**  |  |  |
| **Bank SWIFT Code** |  |  |
| **Account Name** |  |  |
| **Account Number** |  |  |
| **Bank Officer** |  |  |
| **Bank Officer Email** |  |  |
| **Bank Tel No.** |  |  |
| **Wire Instructions** |  |  |
| **Special Instructions** |  | PREADVICE MUST BE SENT VIA SWIFT PRIOR TO XXXXXXXXXXXXXX & XXXXXXXXXXXXXXX WIRE TRANSFER & EMAIL A NOTIFICATION IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE TRANSACTION CODES. |
| **Required Message** |  | ALL SWIFT MT 103 TRANSFER INSTRUCTIONS SHALL STATE: FUNDS ARE GOOD, CLEAN AND CLEAR, OF NON- CRIMINAL ORIGIN, FREE FROM ANY LIENS AND ENCUMBRANCES, FREELY TRANSFERABLE AND ARE PAYABLE IN CASH IMMEDIATELY, SAME DAY FOR IMMEDIATE CREDIT UPON RECEIPT BY BENEFICIARYS BANK. |
| **Notice** |  | Beneficiary Reserves the right to change the bank account stated herein at anytime by providing written request directly to Receiver (Payor) maximum three banking days before each transaction |

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**Party “B” - Developer / Receiver – B3:xxxx Percent (xxx%) of the total face value of each and every tranche of transaction including roll & extension:**

|  |  |  |
| --- | --- | --- |
| **Total Share** |  |  **xxxx Percent (xxx%)** |
| **Paymaster Name** |  |  |
| **Paymaster Email** |  |  |
| **Beneficiary Name** |  |  |
| **Bank Name** |  |  |
| **Bank Address**  |  |  |
| **Bank SWIFT Code** |  |  |
| **Account Name** |  |  |
| **Account Number** |  |  |
| **Bank Officer** |  |  |
| **Bank Officer Email** |  |  |
| **Bank Tel No.** |  |  |
| **Wire Instructions** |  |  |
| **Special Instructions** |  | PREADVICE MUST BE SENT VIA SWIFT PRIOR TO XXXXXXXXXXXXXX & XXXXXXXXXXXXXXX WIRE TRANSFER & EMAIL A NOTIFICATION IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE TRANSACTION CODES. |
| **Required Message** |  | ALL SWIFT MT 103 TRANSFER INSTRUCTIONS SHALL STATE: FUNDS ARE GOOD, CLEAN AND CLEAR, OF NON- CRIMINAL ORIGIN, FREE FROM ANY LIENS AND ENCUMBRANCES, FREELY TRANSFERABLE AND ARE PAYABLE IN CASH IMMEDIATELY, SAME DAY FOR IMMEDIATE CREDIT UPON RECEIPT BY BENEFICIARYS BANK. |
| **Notice** |  | Beneficiary Reserves the right to change the bank account stated herein at anytime by providing written request directly to Receiver (Payor) maximum three banking days before each transaction |

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**I, MR. xxxxxxxxxx on behalf of xxxxxx (account Holder) representatives**, agents and assigns in all countries of the world, and is non-separable/integral part of the above referenced Transaction Code No This IMDPA shall be lodged into both transaction banks together with the Contract, and a copy of it will be forwarded to each coordinating Master Paymaster by e-mail.

**I, MR. xxxxxxxxxxxx on behalf of xxxxxxxxxx (account Holder)** FURTHER DECLARES THAT "FUNDS ARE GOOD, CLEAN, CLEARED AND OF NON-CRIMINAL ORIGIN, ARE LIEN FREE AND UNENCUMBERED, HAS BEEN EARNED FROM SERVICES RENDERED AND FOR FREE INVESTMENT PURPOSES, ARE PAYABLE IN CASH AND IN FULL AMOUNT

**I AGREE TO THE PRESENT IRREVOCABLE MASTER DISBURSEMENT & PAYMENT AGREEMENT (IMDPA) IN ITS ENTIRETY.**

This IMDPA, once executed by both Parties, will become effective as of the date first written above. And any official notice(s) exchanged by the parties hereto, shall be sent to the first mentioned address(s) and/or e-mail addresses provided herein or as may be attached by addenda here to. A facsimile or electronically transmitted copy of duly signed Agreement and IMDPA by both Parties shall be deemed original.

In accordance with Articles 2 (two) through to 5 (five) of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, concerning the prevention of money laundering, and Article 305 of the Swiss Criminal Code, all the above said information may be supplied to banks and/or other financial institutions for the purpose of verification of identity and activities of the principal, and the nature and origin of the funds that are to be utilized. All parties have an obligation for professional discretion and to take all appropriate precautions to protect the confidentiality of the information each holds in respect of the others’ activities. This legal obligation shall remain in full force and effect at all times. The funds are in full compliance with the anti-money laundering policies set forth by the Financial Action Task Force (FATF) 6/01.

**I, xxxxxxxxxxxxxx Hereby swear and sign under penalty of perjury, that the information provided in this PGL is accurate and true.**

**I made this affirmation on behalf of xxxxxxx under the position of the CEO of the company.**

**Passport № :**

**Country of Issue :**

**Date of Issue :**

**Date of Expiry :**

**Signature of the Account Holder STAMP of the Receiver:**

****

 **BY HANDSIGN ON BLUE WET INK & SEA**L

 **(NO COPY/PASTE)**

**ENDORSEMENT & CONFIRMATION BY xxxxxxxxx**

**WE , xxxxxxxxxxxxxx LOCATED AT xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, AND THE OFFICERS WHO HAVE AFFIXED THEIR NAMES AND CONTACT DETAILS HERETO , HEREBY CONFIRM WITH FULL BANKING RESPONSIBILITY AND WITH FULL LEGAL LIABILITY , THAT THIS IRREVOCABLE PAYMENT GUARANTEE LETTER HAS LODGED WITH US AND WILL BE EXECUTED AS PER INSTRUCTIONS ABOVE MENTIONED .**

**WE THE UNDERSIGNED, CONFIRMED THAT WE RECEIVED xxxxxxxxxxx EURO (€ 0,000,000,000.00 ) VIA GPI AUTOMATIC WITTH UETR CODE IN FAVORE OF OUR CLIENT xxxxxxxxxx WITH TRANSACTION REFRENCE NUMBER (TRN) : xxxxxxxxxxxxxxxxx AND WE ARE READY WILLING AND ABLE TO COMPLETE DOWNLOAD AFTER RECEIVE ORIGINAL SCREEN SHOT INCLUDE ALL CODES AND THEN ISSUE UNCONDITIONAL SWIFT MT103 TO ALL NOMINATED ACCOUNTS WITHIN FIVE (5) BANKING DAYS .**

**ENDORSEMENT & CONFIRMATION BY xxxxxxxxxxxxxxx**

 Signature and Stamp of

****

 **BY HANDSIGN ON BLUE WET INK & SEA**L

 **(NO COPY/PASTE)**

**Bank Officer Name#1 :**  **Bank Officer Name#2:**

**Title : Title :**

**PIN : PIN :**

**Bank Officer Tel No. : Bank Officer Tel No. :**

**Bank Officer Email :**   **Bank Officer Email :**

**Date :**

**RECEIVER COPY PASSPORT**

**RECEIVER COPMANY REGISTRATION CERTIFICATE**

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