

**SWIFT GPI**

**PARTNERSHIP AGREEMENT No.**

**XXXXXXXXXXXXXXXXXXXX**

**ON THE DELIVERY VIA SWIFT MESSAGE**

**MT 103 GPI SEMI MANUAL DOWNLOAD WITH UETR CODE**

Between

**LOUPE GROUP INTERNATIONAL LLC**

**AS SENDER/INVESTOR**

&

**XXXXXXXXXXXXXXX**

**AS RECEIVER/ DEVELOPER**

**Significant:**

**❖ ALL TRANSACTION BY SENDER IS VIA SWIFT MT103 GPI MANUAL DOWNLOAD WITH UETR CODE.**

**❖ FUND WILL SEND TO GLOBAL SERVER NOT COMMMON ACCOUNT.**

**❖ RECEIVER’S BANK OFFICER SHALL DOWNLOAD BY GPI PLATFORM NOT SWIFT.COM OR SWIFT. NET**

This Deed of Agreement on investment and financial co-operation (hereinafter referred to as the Agreement No. DXXXXXXXXXXXXXXX with the volume of investments XXXXXXXXX Euros (€ 000,000,000,00), with rolls and extensions (R&E) are entered into this XXXXXXXXX by and between the following parties:

 **Party-A:**

|  |
| --- |
| **PARTY A /SENDER COMPANY INFORMATION** |
| **Company Name** |  |  |
| **Company Reg. Address** |  |  |
| **Company Reg. No** |  |  |
| **Represented By** |  |  |
| **Passport Number** |  |  |
| **Date Of Issue** |  |  |
| **Date Of Expiry:** |  |  |
| **Country Of Issue**  |  |  |
| **Hereinafter referred to as the “SENDER/ INVESTOR “** |
|  |
| **BANK COORDINATES OF THE ISSUING / SENDER BANK** |
| **Bank Name** |  |  |
| **Bank Address** |  |  |
| **Account Name** |  |  |
| **Account Number** |  |  |
| **IBAN**  |  |  |
| **SWIFT Code**  |  |  |
| **Bank Officer**  |  |  |
| **Bank Officer Email**  |  |  |
| **Tel &Fax**  |  |  |
| **GPI Code**  |  |  |
| **“FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN”** |

**And**

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**Party-B:**

|  |
| --- |
| **PARTY B / RECEIVER COMPANY INFORMATION** |
| **Company Name** |  |  |
| **Company Reg. Address** |  |  |
| **Company Reg. No** |  |  |
| **Represented By** |  |  |
| **Passport Number** |  |  |
| **Date Of Issue** |  |  |
| **Date Of Expiry:** |  |  |
| **Country Of Issue**  |  |  |
| **Hereinafter referred to as the “RECEIVER / DEVELOPER “** |
|  |
| **BANK COORDINATES OF THE RECEIVING / RECEIVER BANK** |
| **Bank Name** |  |  |
| **Bank Address** |  |  |
| **Account Name** |  |  |
| **Account Number** |  |  |
| **IBAN**  |  |  |
| **SWIFT Code**  |  |  |
| **Bank Officer**  |  |  |
| **Bank Officer Email**  |  |  |
| **Tel &Fax**  |  |  |
| **GPI Code**  |  |  |
| **“FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN”** |

Now therefore INVESTOR and DEVELOPER are collectively referred to as the “PARTIES”

**RECITAL,**

PARTY-A is ready, willing and able to a fund a series of projects in Government, Public and Private sector in Asian Countries in the form Cash funds via Party B.

PARTY-B is a well-established Company in name of Receiver country and is exploring to branch out to other business opportunities in Asian countries in both Public and private sector. PARTY B has already a very mature client base in Asia, Europe, and Middle Eastern countries.

**NOW, THEREFORE, it is agreed as follows:**

**WHEREAS,** PARTY-A represents and warrants that he has the resource to arrange through his banks to issue Cash funds via SWIFT MT 103 GPI MANUAL DOWNLOAD with UETR Code. Party A hereby declares with full responsibility that the provided funds are good, clean, clear and free of any criminal origin, and cleared of all liens, encumbrances.

PARTY B desires to obtain such funds, to invest into trading platform and or expand to other respective lucrative Business opportunities for the mutual benefits of both the parties.

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

**1. DETAILS OF TRANSACTION:**

|  |
| --- |
| **DETAILS OF TRANSACTION:** |
| **Type Of Transaction**  |  |  **SWIFT MT103 GPI MANUAL DOWNLOAD WITH UETR CODE** |
| **Total Face Value**  |  | **xxxxxxxxxxxxxxxx Euro (€ 000,000,000,000.00 ) WITH R & E** |
| **First Tranche** |  |  **x xxxxxxxxxx Euro (€000,000,000.00)** |
| **Other Tranches** |  | **TO BE AGREED** |
| **Issuing Bank**  |  | **Deutsche Bank** |
| **Ratio For Investor / Sender**  |  | **Thirty Five Percent (35%) of Face value** |
| **Ratio For Both Side Intermediaries** |  | **Ten Percent (10%) of Face value for both side Each Side Five Percent (5%)** |
| **Ratio For Partner / Receiver**  |  | **Fifty Five Percent (55%) of Face Value** |
| **Delivery:** |  | **RWA SWIFT MT199/ SWIFT MT103 GPI MANUAL DOWNLOAD WITH UETR CODE** |
| **Payment** |  | **BPU SWIFT MT799/ SWIFT MT103 same day value, Five (5) banking Days after Authentication and verification SWIFT MT103 GPI MANUAL DOWNLOAD.** |
| **“PLEASE DON’T CHANGE RATIO”** |

**2. PROCEDURE:**

2.1. The Sender & The Receiver both sign & execute the Joint Venture Investment Agreement. This Investment Agreement, which thereby automatically becomes a full commercial recourse contract.

2.2. Within three (3) banking days after sign Agreement, The Sender issues RWA SWIFT MT199 via Global SWIFT and advises his readiness to transfer fund via SWIFT MT103 GPI MANUAL DOWNLOAD WITH UETR CODE and send it to Receiver’s Bank officer email.

2.3. Whitin four (4) banking days after authenticate RWA SWIFT MT199, the Receiver’s bank issue Bank Payment Undertaking (BPU) SWIFT MT799 in favor of Paymaster’s account of Sender and all intermediaries’ paymaster’s account

2.4. Within four (4) banking days after verify BPU SWIFT MT799, the Sender delivers the first tranche of funds via Global SWIFT SYSTEM MT103/GPI MANUAL DOWNLOAD WITH UETR CODE and the Sender sends documents to the Receiver’s Bank officer email.

✓ SWIFT Message Copy without final code

✓ Screen Shot without final code (black)

2.5. Within four (4) banking days, the Receiver’s bank officer traces/locates the Funds by using TRN & UETR CODE and must submit the Proof of Receipt of Fund on receiving bank GPI System and Receiver advise locate fund to Sender by sending confirmation letter immediately.

2.6. After successful locate fund by the Receiver’s Bank, within Thee (3) banking days the Sender provides documents include “Final Code and all necessary code for complete downloading to the Receiver.

✓ SWIFT Message Copy with final code

✓ Screen Shot with final code (black)

✓ Remittance Advice

✓ GBS Receipt

✓ Balance Sheet

2.7. The Receiver's bank officer complete download and is fully responsible for blocking funds at the Receiver's account for full redistribution for re-investment purposes via SWIFT MT103(T/T) full payment within five (5) banking days after transfer the funds of cash, according to the conditions of the Agreement.

2.8. Within five (5) banking days the Receiver’s bank remits re-investment to the Sender's and Intermediaries’ nominated bank accounts on IMPDA and based on BPU issued by the Receiver’s bank. upon completion of the distribution of funds through the bank wire transfers to the respective receiving beneficiary accounts stated in IMDPA, the Receiver shall then send the transfer proof (copy SWIFT) via email to all beneficiaries.

2.9. Next tranche shall be repeated from article No.2.2 to No.2.8. All subsequent tranches will be based on this procedure until collateral or funds become exhausted.

2.10. **Any Unauthorized Bank Calls, Probes or Communications, or An Improper Solicitation or Disclosure Involving Any of The Banks Concerned in This Transaction Will Result Immediate Cancellation of This Transaction and Subject the Violating Party to Damages.**

**3. DECLARATION**

**PARTY-A's Statement:**

PARTY-A represents and warrants that PARTY A is the legal owner of the cash funds which are clean clear funds of non-criminal origin, levy-paid and legally earned AND ARE FREE OF ANY LIEN AND ENCUMBRANCES.

By execution of this DOA, PARTY-A represents and warrants that PARTY-A is giving to PARTY-B full legal authority to receive cash funds for investment in Party B ‘s projects at its own will and wish.

PARTY-A hereby agrees and confirms that the “ANEXXURE A” executed along with this DOA is an integral and indivisible part of this DOA which cannot be amended or changed once executed by both parties. Yet any Executives in the Annexure B has full rights to amend or delegate their shares of the investment funds to another party or parties by written instruction to PARTY B and duly notarized.

**PARTY-B's Statement:**

PARTY-B will make pre-arrangements at its Fiduciary Bank and the necessary filings with the Local Authorities concerned to satisfy all compliance and regulatory requirements to ensure the success of this transaction. PARTY-B makes arrangements to meet all tax obligations in relation with this transaction before disbursement of Dividend.

PARTY-B hereby agree and confirm that the “ANEXXURE A” executed along with this DOA is an integral and indivisible part of this Investment Agreement which cannot be amended or changed once executed by both parties. Yet the Executives in the ANNEXURE A have full rights to amend or delegate the investment funds to another party or parties in writing and duly notarized.

All investment remittance by PARTY-B's Paymaster Bank will be M0 cash funds with no lien and encumbrances, ready for investments and reinvestments.

**4. MISCELLANEOUS:**

4.1. The implementation of this Agreement shall be carried out by persons who have full authorization.

4.2. This Agreement shall be binding to the benefit of each party’s respective Successors and permitted Assigns. No other person shall acquire or have any right under or by virtue of this partnership agreement

4.3. This Agreement shall NOT be subjected to any changes, either orally or modified, amended, or supplemented without an expressed written agreement executed by the other party hereto.

4.4. This Agreement has been prepared in 2 (two) copies, based on the mutual consent of the Parties, one of which will be kept by the SENDER, the other one by the RECEIVER. Each of which shall be deemed as original.

4.5. If one part of the Agreement becomes void, the remaining part of the Agreement is still valid.

4.6. If one of the Parties changes its legal address and bank details, the other Party should be immediately informed about.

4.7. The information and notices to be submitted by the Parties should be in writing.

4.8. Any annexes and addendums that may follow will be considered as integrated and binding parts of this DOA as long as it will bear the same above coordinates of this transaction.

4.9. HOLD HARMLESS PROVISION: Upon counter-signing this Agreement, all the consultants and or intermediaries shall have no liability whatsoever towards the Parties, neither the authorities, nor the governmental bodies, on account of default under this Agreement by the Parties. No person except the Parties shall be liable under any theory of Agreement, strict liability, negligence, misrepresentation or other legal equitable theory for any loss of damage of any nature incurred by the Parties and their consultants or intermediaries in the performance of the Agreement between the Parties. Consultants or Intermediaries shall not be liable to either Party, individually or collectively for any special, incidental or consequential (indirect) or contingent damages such as but not limited to violation of local or International Rules and regulations as well as loss of profit, loss of opportunity, loss of business, etc. wherever applicable.

**5. DOCUMENTATION AND FILINGS**

Both parties agree that details of the investment projects will be documented by separate agreements and filed individually with local authorities as legally required.

**6. ENFORCEABILITY**

This AGREEMENT constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms.

**7. NO CONFLICT**

The execution and delivery of this AGREEMENT by it and the consummation of the transactions contemplated hereby by it do not conflict with or contravene the provisions of its organizational documents or any agreement or instrument by which it or its properties or assets are bound or any law, rule, regulation, order or decree to which it or its properties or assets are subject.

**8. ASSIGNMENT** Neither PARTY A nor PARTY B can assign this Agreement to any other third party. This Agreement is strictly a binding contract between the two PARTIES.

**9. AMENDMENT**

This AGREEMENT cannot be amended, altered or modified except upon the unanimous and notarized written consent of both PARTY A and PARTY B. Yet neither PARTY A and PARTY B is empowered to amend or modify ANNEX B which is IRREVOCABLE, or would they be allowed to cancel, make any amendments or modify this Agreement in part or in whole, which will result in changes that will affect or alter the rights and/or interests of the beneficiaries stipulated in ANNEX B of this Agreement.

**10. NON-CIRCUMVENTION & NON-DISCLOSURE**

The parties herein agree the Non-circumvention/Non-disclosure rules of all issues from ICC, and the latest edition shall apply to the transaction with extensions and rollovers if any for a period of (5) five years from the date of execution of this agreement by the undersigned, his/her assigns, agents, and/or heirs. All details of transaction must be kept as confidential

**11. FORCE MAJEURE**

WHEREAS the Parties hereto with full corporate responsibility, under the penalty of perjury, undertake that they will upon the execution of this Agreement, complete its contractual obligations, except on circumstances of force majeure. Neither Party to this Agreement shall be responsible for Breach of Contract caused by an act of God, Civil Insurrections, Military War Operation or local Emergency. The Parties hereby accept the Provisions on the “FORCE MAJEURE” as defined by ICC, Publications.

**12. ARBITRATION**

The Parties agree to settle any dispute arising between them on an amicable manner. In the event of failure to an amicable settlement, the Parties agree to submit any irreconcilable to ICC office in Geneva, Switzerland, by three arbitrators appointed in accordance with ICC rules.

**13. AGREEMENT EXECUTION**

Each party to this Agreement represents that it has Full Legal Authority to execute this Agreement and that each party agrees to be bound by the Terms and Conditions set forth herein. Each party agrees that this Agreement shall be executed simultaneously by and between Parties via Email which shall be deemed as Original. All statements made by either party are under penalty of perjury. This Agreement shall become effective upon execution by the Parties hereto.

Annex B will be documented by separate riders. The terms and conditions of this agreement will apply to the transaction contemplated in such annexes. These annexes will constitute an inseparable part of this Investment Agreement and will remain legally binding on both parties once executed.

## DT (ELECTRONIC DOCUMENT TRANSMISSIONS)

## EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract, and as applicable, this Agreement shall incorporate:

**U.S. Public Law 106-229, Electronic Signatures in Global and National Commerce Act''** or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001); • ELECTRONIC COMMERCE AGREEMENT (**ECE/TRADE/257**, **Geneva**, **May 2000**) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (**UN/CEFACT**); and **EDT** documents shall be subject to European Community Directive **No.95/46/EEC**, as applicable.

Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the Parties from performing their respective obligations and duties under EDT instruments.

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**SIGNATURES OF THE PARTIES**

**IN WITNESS WHEREOF**, the Parties have hereto executed this Agreement, on **Saturday, November 12, 2022**

**ON BEHALF OF PARTY-A (INVESTOR / SENDER):**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorized Signature**

**Name :**

**Title :**

**Passport No. :**

**Issued Country :**

**Issued Date :**

**Expiry Date :**

**ON BEHALF OF PARTY-B (DEVELOPER / RECEIVER):**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorized Signature**

**Name :**

**Title :**

**Passport No. :**

**Issued Country :**

**Issued Date :**

**Expiry Date :**

**ANNEX 1- DRAFT TEXT OF BANK PAYMENT UNDERTAKING (BPU) VIA MT799**

***(SPECIMEN COPY – FINAL VERBIAGE AS PER ISSUING BANK STANDARD FORMAT)***

**TO:**

BANK NAME :

BANK ADDRESS :

BANK TEL. NO :

BANK OFFICER :

ACCOUNT NAME :

ACCOUNT NO. :

IBAN :

**FROM:**

BANK NAME :

BANK ADDRESS :

SWIFT CODE :

BANK OFFICER :

BANK PHONE :

BANK FAX :

ACCOUNT HOLDER :

ACCOUNT NUMBER :

IBAN :

WE, (NAME OF BANK) HEREBY PRESENT OUR IRREVOCABLE, ASSIGNABLE, TRANSFERABLE AND CALLABLE CASH BACKED BANK PAY ORDER IN YOUR FAVOR FOR THE ACCOUNT OF YOUR CLIENT …………HOLDING ACCOUNT NUMBER……………………….., IN THE AMOUNT OF EUR XXXXXXXXXXXX MILLION (EURO 000,000.00) FOR THE SAID BANK INSTRUMENT STATED BELOW.

WE HEREBY CONFIRM THAT THE FUNDS ARE GOOD, CLEAN AND CLEARED FUNDS OF NON-CRIMINAL ORIGIN AND ARE FROM A LEGAL SOURCE.

THIS IRREVOCABLE CONDITIONAL BANK PAY ORDER IS A BINDING FULLY PERFORMED DUE BILL AND IS IMMEDIATELY CALLABLE ON FOR CASH PAYMENT AGAINST THE GPI SWIFT MT103 MANUAL DOWNLOAD WITH UETR CODE DELIVERY OF THE BANK INSTRUMENT SPECIFIED HEREIN.

**INSTRUMENT : GPI SWIFT MT103 MANUAL DOWNLOAD WITH UETR CODE**

**CURRENCY : EURO**

**ISSUING BANK : DEUTSCHE BANK**

**SENDER : LOUPE GROUP INTERNATIONAL LLC**

**FACE VALUE : 00,000,000.00**

THIS IRREVOCABLE, CONDITIONAL, ASSIGNABLE, TRANSFERABLE AND CALLABLE BANK PAY ORDER IS VALID FOR FIFTEEN (15) INTERNATIONAL BANKING DAYS FROM \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_, 2022 AND UNTIL \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_, 2022, 17:00 CENTRAL EUROPEAN TIME (CET) / PACIFIC STANDARD TIME (PST).

THIS IS AN OPERATIVE BANK INSTRUMENT AND IS SUBJECT TO THE UNIFORM COMMERCIAL CODE AS IT RELATES TO BANK CREDIT INSTRUMENTS.

FOR AND ON BEHALF OF ………………………BANK,

BANK ADDRESS……………………………………………………………

|  |  |
| --- | --- |
| …..……………………………………..AUTHORISED BANKER {1} NAME, TITLE & PIN CODE | …..……………………………………..AUTHORISED BANKER {2} NAME, TITLE & PIN CODE |

**ANNEX 2: INVESTOR / SENDER’S PASSPORT COPY:**

**ANNEX 3: INVESTOR / SENDER’S CERTIFICATE OF INCORPORATION:**

**ANNEX 4: DEVELOPER / RECEIVER’S PASSPORT COPY:**

**ANNEX 5: DEVELOPER / RECEIVER’S CERTIFICATE OF INCORPORATION:**

**ANNEX 6: IRREVOCABLE MASTER DISBURSEMENT & PAYMENT AGREEMENT (IMDPA)**

The **GPI SWIFT MT-103 MANUAL DOWNLOAD** Receiver irrevocably agrees to pay a total fee of Thirty Five Percent (35%) 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 xxxxxxxxxxxxxxxx,** (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:

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**BANK ACCOUNTS FOR THE FUNDS DISBURSEMENT**

**PARTY “A” SENDER GROUP: FORTY PERCENT (40%) AS:**

**Party “A” – Investor / Sender - A1 : Thirty Five Percent (35%) of the total face value of each and every tranche of transaction including roll & extension:**

|  |  |  |
| --- | --- | --- |
| **Total Share** |  | **Thirty Five Percent (35%)** |
| **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 xxxxxxxxxxxxxx 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 any time 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** | **:** |  |
| **Beneficiary Name** | **:** |  |
| **Bank Name** | **:** |  |
| **Bank Address**  | **:** |  |
| **Bank SWIFT Code** | **:** |  |
| **Account Name** | **:** |  |
| **Account Number** | **:** |  |
| **IBAN** |  |  |
| **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: SIXTY PERCENT (60%) AS:**

**Party “B” - Developer / Receiver - B1: Fifty Five Percent (55%) of the total face value of each and every tranche of transaction including roll & extension:**

|  |  |  |
| --- | --- | --- |
| **Total Share** |  |  **Fifty Five Percent (55%)** |
| **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** |  |  |
| **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** |  |  |
| **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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**SIGNATURES OF THE PARTIES**

**IN WITNESS WHEREOF**, the Parties have hereto executed this Agreement, on **Saturday, November 12, 2022**

**ON BEHALF OF PARTY-A (INVESTOR / SENDER):**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorized Signature**

**Name :**

**Title :**

**Passport No. :**

**Issued Country :**

**Issued Date :**

**Expiry Date**

**ON BEHALF OF PARTY-B (DEVELOPER / RECEIVER):**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorized Signature**

**Name :**

**Title :**

**Passport No. :**

**Issued Country :**

**Issued Date :**

**Expiry Date :**

**\*\*\*\*\* END OF DOCUMENT \*\*\*\*\***