

CONFORMED COPY

CREDIT NUMBER 4955-IN

Financing Agreement

(National Ganga River Basin Project)

between

INDIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 14, 2011

CREDIT NUMBER 4955-IN

FINANCING AGREEMENT

AGREEMENT dated June 14, 2011, entered into between INDIA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS the Recipient has requested the Bank to provide additional assistance towards the financing of the Project and, by an agreement of even date herewith between the Recipient and the Bank (“Loan Agreement”), the Bank is agreeing to provide such assistance in an aggregate principal amount equal to eight hundred one million Dollars (\$801,000,000) (“Loan”).

NOW THEREFORE, the Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to one hundred twenty three million twenty thousand Special Drawing Rights (SDR 123,020,000) (variously, “Credit” and “Financing”) to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are May 15 and November 15 in each year.

- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollars.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry the Project through MOEF, with the assistance of PMG and each of the SPMGs, in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely that the NGRBA Program Framework shall have been amended, waived or abrogated so as to adversely affect the implementation of the Project or the achievement of the objective thereof.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that all conditions precedent to the effectiveness of the Loan Agreement shall have been fulfilled, other than those related to the effectiveness of this Agreement.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is any of the following: Secretary, Additional Secretary, Joint Secretary, Director, Deputy Secretary, or Under Secretary of the Department of Economic Affairs in the Ministry of Finance of the Recipient.

6.02. The Recipient's Address is:

Secretary to the Government of India
Department of Economic Affairs, Ministry of Finance
North Block
New Delhi 110 001
India

Facsimile:

91-11-23092039

6.03. The Association's Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Facsimile:

1-202-477-6391

AGREED at New Delhi, India, as of the day and year first above written.

INDIA

By /s/ Venu Rajamony
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ N. Roberto Zagha
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to assist NGRBA in: (a) building capacity of its nascent operational-level institutions to enable them to manage the long-term Ganga clean-up and conservation program; and (b) implementing a diverse set of investments for purposes of reducing point-source pollution loads in a sustainable manner at priority locations on the Ganga.

The Project, which is an integral part of the NGRBA Program, consists of the following parts:

PART A: INSTITUTIONAL DEVELOPMENT

1. NGRBA Operationalization and Program Management

Assisting the different operational institutions implementing the NGRBA Program at the central and state levels through:

- (a) the provision of institutional support to PMG and the SPMGs, including the set-up costs of office infrastructure, equipment and incremental professional staffing, as well as the provision of critical consultancies, training and Operating Cost;
- (b) the provision of technical advisory services and equipment to enhance knowledge on the Ganga, including the establishment of a state-of-the-art Ganga Knowledge Center for purposes of serving as the repository of knowledge resources pertaining to the Ganga, addressing critical gaps in knowledge and improving information access for the public and decision-makers; and
- (c) the provision of technical advisory services and logistical assistance to carry out a dedicated communication and public participation program, such program to be undertaken in partnership with community-based organizations, school and college student groups, and the media.

2. Technical Assistance for ULB Service Providers

Strengthening the ULBs, local-level water and wastewater service providers, and any other relevant agency providing water and wastewater services in the Priority Investment Sub-project area, through the provision of modern and efficient information and planning systems, training, equipment for managing physical systems and technical assistance for improving revenue/cost recovery to ensure sustainability of local investments.

3. Technical Assistance for Environmental Regulators

Provision of technical advisory services to build capacity of the central and state pollution control boards and address key constraints related to their functions regarding the Ganga, focusing on improving information systems, staff skills, laboratory accreditation and infrastructure facilities, including: (a) upgrading of the existing water quality monitoring system to enhance automatic and high quality collection of water quality data from priority monitoring locations; (b) developing a comprehensive inventory of pollution sources by mapping the location, flows and pollution loading characteristics of all large point-source discharge locations; and (c) strengthening environmental compliance monitoring, including compliance surveillance for the central and state pollution control boards, by improving information systems.

PART B: PRIORITY INFRASTRUCTURE INVESTMENTS

Carrying out of Priority Investment Sub-projects consisting of: (a) infrastructure investments to reduce pollution loads in priority locations on the Ganga in such key sectors as wastewater, industrial pollution control and prevention, solid waste management and river front management; and (b) pilot investments to promote and demonstrate innovative technologies and implementation arrangements in such areas as net-energy positive wastewater treatment technologies and public-private partnership financing models.

SCHEDULE 2**Project Execution****Section I. Implementation Arrangements****A. Availability of Funds**

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to PMG, which shall, in turn, make part of the proceeds of the Financing available to the SPMGs, all in a timely manner and under terms and conditions agreed to between the Recipient and the Association.
2. The Recipient shall protect the interests of the Association to accomplish the purposes of the Financing.

B. Institutional Arrangements

1. The Recipient shall carry out the Project in accordance with the NGRBA Program Framework (as such framework may be amended from time to time by the Recipient to achieve the objectives of the NGRBA Program) and the Related Manuals.
2. The Recipient shall: (a) through MOEF, provide oversight to the overall implementation of the Project; (b) maintain, until the completion of the Project, PMG with adequate staffing and resources to enable it to implement the Project; (c) through PMG, and with the assistance of EAs, carry out, or cause to be carried out, the National Level Activities of the Project; and (d) through the respective SPMGs, and with assistance of the ULBs and the EAs, carry out the Respective Parts of the Project.
3. The Recipient shall cause PMG to be responsible, *inter alia*, for: (a) carrying out the overall planning and management of the Project; (b) ensuring compliance of the Project with agreed financial management and procurement policies and procedures, the Related Manuals, the Safeguards Instruments, the Anti-corruption Guidelines and the GAAP; (c) regularly reviewing, monitoring and evaluating Project performance, including strategies and implementation arrangements; (d) providing funds to the SPMGs, in a timely manner, for implementing their Respective Parts of the Project and monitoring their compliance with the agreed fiduciary control mechanisms; (e) providing guidance to the SPMGs, where needed, and ensuring that their Respective Parts of the Project are implemented satisfactorily in accordance with the NGRBA Program Framework and the Related Manuals; and (f) submitting quarterly progress reports to MOEF and the Association.

4. The Recipient shall cause each Project State to: (a) make such annual budgetary allocation as shall be required to pay its agreed share of the cost of implementing its Respective Parts of the Project, and transfer the amount so budgeted to the respective SPMG in suitable installments in the course of each Fiscal Year; and (b) provide, in a timely manner, all other funds, facilities and services required to carry out its Respective Part of the Project.
5. The Recipient shall cause: (a) PMG to establish: (i) by no later than nine (9) months after the Effective Date, a Ganga knowledge center; and (ii) by no later than six (6) months after the Effective Date, a technical unit (including environment and social management specialists), a communications and public outreach unit, a secretariat, a financial management and human resource unit, and a legal and procurement unit, all staffed with qualified professionals, and, thereafter, to maintain all said units until completion of the Project; (b) each Project State to establish, by no later than six (6) months after the Effective Date, and thereafter maintain within its respective SPMG until completion of the Project, a planning and knowledge unit, a technical unit (including environment and social management specialists), a communications and outreach unit, and a financial management, procurement and administration unit (or equivalents), all staffed with qualified professionals.
6. The Recipient shall, no later than six (6) months after the Effective Date: (a) cause PMG to employ a suitably qualified external auditor for the Project; and (b) cause PMG and each of the SPMGs to employ a suitably qualified internal auditor(s) for its Respective Parts of the Project.
7. The Recipient shall, no later than six (6) and nine (9) months after the Effective Date, cause PMG and each SPMG, respectively, to put into operation suitable computerized accounting systems.
8. The Recipient shall, through PMG, cause each SPMG to carry out its Respective Parts of the Project, and, to that end, assume responsibility for: (a) overall planning and management, including preparation and implementation of the State Level Annual Action Plans; (b) entering into agreements, in form and substance agreed between the Recipient and the Association, and conforming to the NGRBA Program Management Framework, with ULBs and EAs for implementing Priority Investment Sub-projects; (c) providing guidance and support to EAs and monitoring their performance; (d) ensuring compliance with agreed financial management policies and procedures, including management of Project funds, and submitting reimbursement claims to PMG; (d) coordinating capacity building activities targeted at the ULBs; (e) managing State-wide communication campaigns and stakeholder consultations with the assistance of ULBs and EAs; (f) ensuring compliance with the agreed procurement policies and procedures, and the Safeguard Instruments; (g) ensuring compliance with the GAAP and the Anti-Corruption Guidelines; (h) regular monitoring and

evaluation of the performance of its Respective Part of the Project, including regular review of strategies and implementation arrangements; and (i) liaising with PMG and the Association.

9. The Recipient shall cause each SPMG to: (a) nominate, in consultation with the relevant ULB, agencies deemed by the SPMG to be best qualified to assist in the implementation of Priority Investment Sub-projects to act as EAs; and (b) cause each such EA to establish and maintain a dedicated, multi-disciplinary team consisting of suitably qualified personnel with resources sufficient to carry out the activities under the SPMG's Respective Part of the Project.
10. The Recipient shall, through PMG and the SPMGs, ensure that each Priority Investment Sub-project under Part B of the Project shall be prepared in accordance with the relevant provisions of the NGRBA Program Framework.
11. Without prejudice to the provisions of paragraph 10 above, with respect to each Priority Investment Sub-project under Part B of the Project, the Recipient, through PMG, shall cause each SPMG to:
 - (a) enter, on behalf of the Project State, into a tripartite City Program MOA with PMG and the relevant ULB, setting forth each party's respective roles, responsibilities and obligations, including that:
 - (i) the Project State or ULB shall provide the Project State's share of the Priority Investment Sub-project's capital cost and the ULB's share of the Priority Investment Sub-project's operation and maintenance cost, and PMG, on behalf of the Recipient, shall provide the Recipient's share of both the aforementioned costs;
 - (ii) the ULB and the Project State, through the relevant district administration, shall take all actions to ensure timely availability of land to the EA, free of encumbrances;
 - (iii) the Project State and the ULB shall take all necessary actions to ensure timely and full design coverage of the sewerage systems;
 - (iv) the Project State shall establish, and the ULB shall support, a citizen's monitoring committee or forum in each of the cities where Priority Investment Sub-projects shall be carried out, to meet on a semi-annual basis, for purposes of public information sharing and discussion, grievance redressal and implementation progress review;

- (v) the ULB and/or the Project State shall be responsible for the operation and maintenance of the assets created as a result of carrying out Priority Investment Sub-projects, and all systems associated therewith;
 - (vi) the ULB shall put in place suitable mechanisms for raising financial resources to operate and maintain assets and associated systems, as per approved DPRs;
 - (vii) the Project State shall meet any shortfalls in ULB financing of a Priority Investment Sub-project's operation and maintenance costs;
 - (viii) the SPMG shall ensure that all Priority Investment Sub-projects proposed for funding shall include an operation and maintenance plan with fully assured financing; and
 - (ix) the PMG shall set up suitable mechanisms for concurrent evaluation and monitoring of Priority Investment Sub-projects, including third party inspections, social audits where required, internal audits and statutory audits; and
- (b) implement, through EAs and in coordination with ULBs, the respective Priority Investment Sub-projects, all in accordance with the NGRBA Program Framework, the Safeguards Instruments and the Related Manuals.
12. Without prejudice to the provisions of paragraph 10 above, with respect to each Priority Investment Sub-project under Part B of the Project, the Recipient, through PMG, shall cause the relevant SPMG to enter into a tripartite Investment Level MOA with the relevant ULB and EA selected to carry out Priority Investment Sub-projects, setting forth the parties' respective roles, responsibilities and obligations, including that:
- (a) the SPMG shall obtain rights adequate to protect the Project State's interests and those of the EA, including the right to: (A) suspend or terminate the right of the EA to use the proceeds of the Credit, or obtain a refund of all or any part of the amount then withdrawn, upon the EA's failure to satisfactorily implement the assigned activity; and (B) require each EA to: (aa) carry out its Priority Investment Sub-project with due diligence and efficiency and in accordance with standard technical, economic, financial, managerial, environmental and social standards and practices agreed to between the Recipient and the Association, including in accordance with the provisions of the Anti-Corruption Guidelines, the GAAP, the Related Manuals and the Safeguards Instruments;

(bb) provide, promptly as needed, the resources required for the purpose of carrying out the Priority Investment Sub-project; (cc) procure the goods, works and services to be financed in accordance with the provisions of Section III of Schedule 2 to this Agreement; (dd) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with indicators agreed jointly between the Recipient and the Association, the progress of the Priority Investment Sub-project and the achievement of its objectives; (ee) (1) adequately maintain all records of financial transactions in a manner adequate to reflect the operations, resources and expenditures related to the Priority Investment Sub-project; and (2) furnish to the SPMG all financial records at the EA's disposal to enable the SPMG to prepare Project-related financial audits in a timely manner; (ff) enable the Recipient and the Association to inspect the Priority Investment Sub-project, its operation and any relevant records and documents; and (gg) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing;

- (b) the EAs shall plan and implement Priority Investment Sub-projects, and shall, *inter alia*, be responsible for: (A) preparing feasibility reports and the DPRs, as per nationally accepted technical standards and specifications, and in accordance with the NGRBA Program Framework; (B) seeking appropriate technical and administrative approvals from within their own departments and the SPMG; (C) collaborating and coordinating with the relevant government departments or agencies, local government bodies, NGOs and civil society organizations; (D) collaborating and coordinating with the SPMG in the procurement of works and goods, including in the construction or installation of facilities, or contract management and day to day supervision; (E) ensuring compliance with the Project's safeguard requirements set forth in the Safeguards Instruments; (F) certifying works and payments and preparing completion reports; (G) supporting the SPMG in managing Project funds in accordance with agreed financial management policies and procedures; and (H) providing and/or maintaining institutional arrangements and other resources as needed for the satisfactory operation and maintenance of assets created through the Project on a sustainable basis during the post-Project completion period; and
- (c) the SPMG shall exercise its rights under each Investment Level MOA in such manner as to protect the interests of the Recipient, the Project State and the Association, and to accomplish the purposes of the Credit.

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines and those of the GAAP.

D. Environment and Social Safeguards

1. The Recipient shall, in carrying out the Project:
 - (a) take all necessary actions to minimize, to the extent possible, any involuntary loss by persons of shelter, productive assets or access to productive assets, income or means of livelihood, temporarily or permanently; and
 - (b) for this purpose:
 - (i) prior to the commencement of any works under the Project, implement, or cause to be implemented, the applicable Safeguards Instruments in a manner satisfactory to the Recipient and the Association; and
 - (ii) whenever modification or finalization of any Project activity design or works shall give rise to Displaced Persons, provide to the Association, for its review, a RAP and EMP, prepared in accordance with the principles and procedures set forth in the ESMF and, thereafter, implement such activity in a manner satisfactory to the Recipient and Association.
2. The Recipient, through PMG, shall ensure that the Project, including all Priority Investment Sub-projects to be financed thereunder, is carried out in accordance with the terms, conditions and procedures set forth in the Safeguards Instruments, and shall ensure that no Safeguards Instrument shall be revised, repealed or abrogated except with the mutual agreement of the Recipient and the Association.
3. The Recipient shall:
 - (a) maintain policies and procedures adequate to enable the Recipient to monitor and evaluate, in accordance with guidelines acceptable to the Recipient and the Association, the implementation of all the Safeguards Instruments and the achievement of the objectives thereof; and
 - (b) prepare, under terms of reference agreed between the Recipient and the Association, and furnish to the Association by January 1 of each year, commencing on January 1, 2012, semi-annual reports of the results of the

monitoring and evaluation activities with respect to all Safeguards Instruments, together with any revisions proposed to be introduced into said instruments in order to achieve their respective objectives.

4. The Recipient shall, through the SPMGs: (a) ensure that Project sites under Part B of the Project shall be selected according to the Framework Criteria; (b) ensure that said sites shall only consist of land free of claims and/or disputes; (c) until completion of the Project, monitor discovery at the Project sites of all cases of involuntary resettlement, land acquisition and/or adverse impact on income of individuals, including titleholders and non-titleholders, and provide compensation and/or assistance to Displaced Persons in accordance with the provisions of the ESMF and/or the relevant Safeguard Instrument; and (d) operate and maintain the grievance redress system provided for under the ESMF in accordance with the provisions of the ESMF.
5. The Recipient shall take or cause to be taken all such action, as shall be necessary in the course of implementing the Project, to protect cultural heritage sites in the area of influence of the Project, all in accordance with arrangements and/or procedures agreed between the Recipient and the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators agreed with the Association. Each Project Report shall cover the period of one (1) quarter, and shall be furnished to the Association not later than sixty (60) days after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient, through PMG, shall prepare and furnish to the Association as part of the Project Report, not later than sixty (60) days after the end of each Fiscal Year quarter, consolidated interim unaudited financial reports for the Project covering the quarter, in form and substance agreed with the Association. The Recipient shall have, or cause to have, PMG and each SPMG's Project Financial Statements for each Fiscal Year, including the records and accounts for the Designated Account, audited in accordance with the provisions of Section 4.09(b) of the General

Conditions. Each audit of said financial statements shall cover the period of one (1) Fiscal Year, commencing with the Fiscal Year in which the first withdrawal was made under the Preparation Advance. The PMG and each SPMG’s audited Project Financial Statements for each such period, together with a consolidated report of said audited statements, shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Credit shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants’ Services.** All consultants’ services required for the Project and to be financed out of the proceeds of the Credit shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts refer to the corresponding method described in the Procurement Guidelines or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding procedures.
2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used.

(a)	National Competitive Bidding, subject to additional provisions agreed with the Association
(b)	Shopping
(c)	Direct Contracting
(d)	Force Account

C. Particular Methods of Procurement of Consultants’ Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection. For the purpose of Section 2.7 of the Consultant Guidelines, the short list of consultants for services estimated to cost less than \$500,000 equivalent per contract may comprise entirely of national consultants.
2. **Other Methods of Procurement of Consultants’ Services.** The following table specifies the methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.

(a) Quality-based Selection
(b) Selection under a Fixed Budget
(c) Least-Cost Selection
(d) Selection Based on the Consultants’ Qualifications
(e) Single Source Selection
(f) Selection of Individual Consultants

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing and the Loan (“Category”), the allocations of the amounts of the Financing and the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, consultants’ services and Operating Cost for Part A of the Project	95,700,000	-0-	89% of the Central Share
(2) Goods, works, consultants’ services and Operating Cost for Part B of the Project (excluding the costs of land)	25,500,000	798,997,500	89% of the Central Share
(3) Refund of Preparation Advance	1,820,000	-0-	Amount payable pursuant to Section 2.07 of the General Conditions
(4) Front-end Fee		2,002,500	Amount payable pursuant to Section 2.03 of the Loan Agreement in accordance with Section 2.07(b) of the Bank General Conditions
TOTAL AMOUNT	123,020,000	801,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$10,000,000 equivalent may be made for payments made prior to this date but on or after January, 2011, for Eligible Expenditures under Categories (1) and (2).
2. The Closing Date is December 31, 2019.

SCHEDULE 3**Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15:	
commencing November 15, 2021 to and including May 15, 2031	1.25%
commencing November 15, 2031 to and including May 15, 2046	2.5%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.

APPENDIX**Definitions**

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Central Share” means the share of Project expenditures borne by the Recipient under the Project.
4. “City Program MOA” means the city level tripartite memorandum of agreement for all Priority Investment Sub-projects under Part B of the Project planned within the jurisdiction of an ULB, setting forth the sharing of roles and responsibilities, including administrative and fiduciary arrangements among PMG, the SPMG, the relevant EAs and the relevant ULBs.
5. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in January 2011.
6. “DPR” means a detailed Project report setting forth detailed information on the specific activity or activities to be implemented under a Priority Investment Sub-project under Part B of the Project, prepared in accordance with the NGRBA Program Framework and proposed for financing under the Project.
7. “Displaced Persons” means persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons; and a “Displaced Person” means any one of such Displaced Persons.
8. “EA” and “Executing Agency” mean any agency selected by a Project State, through the State’s SPMG and in consultation with a ULB, to carry out a specific Priority Investment Sub-project.
9. “EMP” means an environmental management plan to be prepared by the SPMG/EA on the basis of the provisions of the ESMF, and to be approved by the Association as a prerequisite for carrying out any Priority Investment Sub-project under Part B of the Project, such plan to set out the environmental protection

measures in respect of the Priority Investment Sub-project, as well as administrative and monitoring arrangements to ensure the implementation of said plan.

10. “ESMF” means the Environmental and Social Management Framework for the NGRBA Program, dated May 2, 2011, acceptable to the Recipient and the Association, which includes a resettlement and land acquisition framework and a tribal management framework, all prepared pursuant to the provisions of the applicable policies, laws and regulations, and which sets out environmental management, mitigation, monitoring and reporting measures, including social and third party audits, and a grievance redress mechanism, to be carried out by PMG and the SPMGs, as appropriate, as part of the implementation of the Project, as such framework may be amended from time to time with the agreement of the Recipient, the Association and the Project States.
11. “Financial Management Manual” means the Manual dated May 2, 2011 which sets out the financial management arrangements for the NGRBA Program and the Project, including accounting policies and procedures, chart of accounts, books of accounts, financial reporting and internal controls, as such manual may be amended from time to time as mutually agreed.
12. “Fiscal Year” means the Recipient’s fiscal year starting April 1 and ending March 31 of the following year.
13. “Framework Criteria” means the criteria and quality assurance standards to be complied with in carrying out Priority Investment Sub-projects, and covering, *inter alia*, eligibility, prioritization, planning, technical preparation, financial and economic analyses, environmental and social management, long term operations and maintenance, sustainability, community participation and local institutional capacity.
14. “GAAP” means the governance and accountability action plan, incorporated into the NGRBA Program Framework, which sets out the key actions to be undertaken to strengthen governance, transparency, and accountability under the Project, as such plan may be amended from time to time by agreement of the Recipient and the Association.
15. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
16. “Investment Level MOA” means the investment level tripartite memorandum of agreement for each specific Priority Investment Sub-project under Part B of the Project, setting forth, *inter alia*, the roles and responsibilities of, and the administrative and fiduciary arrangements among, PMG, the SPMG, EAs and the relevant ULBs.

17. “Loan Agreement” means the agreement between the Recipient and the International Bank for Reconstruction and Development for the Project, of the same date as this Agreement, as such agreement may be amended from time to time, and the term “Loan Agreement” includes all appendices, schedules and agreements supplemental to the Loan Agreement.
18. “MOEF” means the Recipient’s Ministry of Environment and Forests, or any of its successors.
19. “National Level Activities” means the activities, described in Part A of the Project, to be carried out by PMG at the central level.
20. “NGO” means a non-governmental organization registered under the laws of the Recipient.
21. “NGRBA” means the National Ganga River Basin Authority, constituted on February 20, 2009 as an empowered planning, financing, monitoring and coordinating authority for the Ganga River under the Recipient’s Environment (Protection) Act of 1986, with the objective, *inter alia*, of ensuring conservation of the Ganga and maintaining environmental flows by comprehensive planning and management, using a river basin approach.
22. “NGRBA Program” means the Recipient’s National Ganga River Basin Authority’s program of actions whose objective, *inter alia*, is to stop the discharge of all untreated municipal sewage or industrial effluents into the main stem of the Ganga.
23. “NGRBA Program Framework” means NGRBA’s framework dated May 2, 2011 for selecting, appraising, preparing and implementing Priority Investment Sub-projects in relevant sectors of intervention provided for under the NGRBA Program and such framework shall consist of, *inter alia*, a priority investment framework, implementation arrangements, the ESMF, the GAAP, and a communications strategy and action plan, and shall be applicable to all Priority Investment Sub-projects sanctioned under the NGRBA Program.
24. “Operating Cost” means incremental operating costs incurred on account of the implementation and management of the activities carried out under the Project.
25. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in January 2011.
26. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated March 16, 2011 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

27. “Project States” means, collectively, the States of Uttarakhand, Uttar Pradesh, Bihar, Jharkhand and West Bengal; each, a “Project State”.
28. “PMG” means the Project Management Group, to be established by the Recipient at the national level, as a registered society under the Recipient’s Societies Registration Act, 1860 (Act 21 of 1860).
29. “Procurement Manual” means the manual dated April 11, 2011, agreed with Association, which sets out the procurement arrangements, policies and procedures for the Project, as well as the internal controls therefor, as such manual may be amended from time to time by agreement of the Recipient and the Association.
30. “Priority Investment Sub-project” means a specific sub-project to be carried out under the NGBRA Program, and this term shall include all sub-projects to be carried out under Part B of the Project through the provision of goods, works and services, and the payment of Operating Cost.
31. “Related Manuals” means, collectively, the Financial Management Manual and the Project Procurement Manual.
32. “Respective Parts” means, in respect of each Project State, all state level activities under Part A of the Project and the activities under Part B of the Project when carried out within such Project State.
33. “Resettlement Action Plan” and the acronym “RAP” mean a resettlement action plan to be prepared by the SPMG/EA on the basis of the provisions of the ESMF, and to be approved by the Association as a prerequisite for carrying out any Priority Investment Sub-project under Part B of the Project, which sets out the principles and procedures governing the acquisition of land and other assets, and the resettlement, compensation and rehabilitation of Displaced Persons (including addressing gender and tribal issues, as applicable) on account of the implementation of the Project, as well as the monitoring and reporting arrangements to ensure compliance with said plan, as the same may be revised from time to time by mutual agreement of the Recipient and the Association.
34. “Safeguards Instruments” means, collectively, the ESMF, EMPs, RAPs; each a “Safeguards Instrument”.
35. “State Level Activities” means the activities, described in Part A of the Project, carried out by the SPMGs at the State level.
36. “State Level Annual Action Plan” means the action plan prepared by each Project State with respect to its Respective Parts of the Project.

37. “SPMG” means any of the State Project Management Groups in each of the Project States (other than Jharkhand), established as a registered society/autonomous body under the laws of the respective Project State; and, in the case of Jharkhand, the Department of Urban Development, or any successor thereto.
38. “ULB” means an urban local body duly established under the laws of the Recipient.