

Public Disclosure Authorized

CONFORMED COPY

LOAN NUMBER 7941-IN

Project Agreement

(Mumbai Urban Transport Project-2A)

between

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

and

STATE OF MAHARASHTRA

Dated July 23, 2010

Public Disclosure Authorized

PROJECT AGREEMENT

AGREEMENT dated July 23, 2010, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and STATE OF MAHARASHTRA (“Project Implementing Entity”) (“Project Agreement”) in connection with the Loan Agreement of same date between India (“Borrower”) and the Bank (“Loan Agreement”). The Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I – GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II – PROJECT

- 2.01. The Project Implementing Entity declares its commitment to the objectives of the Project. To this end, the Project Implementing Entity shall:
 - (a) carry out the relevant activities under the Project, through the MMRDA and through its participation in the MRVC, all in accordance with the provisions of Article V of the General Conditions; and
 - (b) provide promptly as needed, the funds, facilities, services and other resources required for the Project.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Bank and the Project Implementing Entity shall otherwise agree, the Project Implementing Entity shall carry out the Project in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III – REPRESENTATIVE; ADDRESSES

- 3.01. The Project Implementing Entity’s Representative is the Chief Secretary.
- 3.02. The Bank’s address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

3.03. The Project Implementing Entity's address is:

Chief Secretary
Government of Maharashtra
Mantralaya
Mumbai 400 032
Maharashtra, India

Facsimile:

91-22-22028594

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

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By /s/ Jerome F. Chevallier
Authorized Representative

STATE OF MAHARASHTRA

By /s/ T. C. Benjamin
Authorized Representative

SCHEDULE

Execution of the Project

Section I. Institutional Arrangements and Project Undertakings

Throughout Project implementation or as specified below, the Project Implementing Entity shall:

- A. upon receipt, in accordance with the Borrower's standard arrangements for developmental assistance to the States of India, of fifty percent (50%) of the proceeds of the Loan, make such funds and any counterpart funds required for the Project, available to MRVC, under the terms and conditions set out in the Maharashtra-MRVC SFA; and exercise its rights under the Maharashtra-MRVC SFA in such manner as to protect the interests of the Borrower, Bank, and Maharashtra, and to accomplish the purposes of the Project, and except as the Bank may otherwise agree, shall not assign, abrogate, or waive any of the terms or provisions of the Maharashtra-MRVC SFA.
- B. ensure that its activities under the Project are carried out in accordance with the provisions of the Implementation Manual, SMF, and EMPs, and in accordance with the provisions of the Anti-Corruption Guidelines, and shall ensure that the Implementation Manual, SMF, and EMPs are not materially revised, amended, waived, or abrogated without the prior no objection of the Bank; if any provision of this Agreement is inconsistent with a provision of the Implementation Manual, SMF, or EMPs, the provision of this Agreement shall prevail;
- C. be responsible, through the MMRDA and in cooperation with MRVC, for carrying out Project activities related to social management, including carrying out land acquisition and resettlement and rehabilitation activities (including preparation and implementation of RAPs), if any; and
- D. facilitate the preparation and carrying out of relevant studies and related activities and recommendations under Component 4 of the Project.

Section II. Project Monitoring, Reporting, Evaluation

- A. The Project Implementing Entity shall monitor and evaluate the progress of its activities under the Project and prepare Project Reports in accordance with the provisions of Section 5.08(b) of the General Conditions and on the basis of indicators agreed with the Bank. Each such report shall cover the period of one (1) Financial Year quarter, and shall be furnished to the Borrower and the Bank not later than forty-five (45) days after the end of the period covered by such report.

- B. Notwithstanding the requirement in Section II.A.1 of this Schedule, within thirty (30) months of Loan Agreement effectiveness, the Project Implementing Entity shall carry out a comprehensive mid-term review of its activities under the Project, and shall by February 28, 2013, prepare and furnish to the Bank a mid-term Project progress report, satisfactory to the Bank.
- C. The Project Implementing Entity shall provide to the Borrower not later than five (5) months after the Closing Date, for incorporation in the report referred to in Section 5.08(c) of the General Conditions, all such information as the Borrower or the Bank shall reasonably request for the purposes of that Section.