
LOAN NUMBER 9757-IN

Loan Agreement

**(Uttar Pradesh Agriculture Growth and Rural Enterprise Ecosystem Strengthening
Project)**

between

INDIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between INDIA (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form 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 — LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of forty-nine billion five hundred and sixty-six million seven hundred thousand Yen (¥49,566,700,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement, and the Project Agreement.

ARTICLE IV —TERMINATION

4.01 The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Borrower's Representative is any of the following official acting severally: the Secretary, Additional Secretary, Joint Secretary, Director, Deputy Secretary, or Under Secretary of the Department of Economic Affairs of the Borrower's Ministry of Finance.

5.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower's address is:

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

(b) the Borrower's Electronic Address is:

Facsimile:	E-mail:
+91-11-23094075	secy-dea@nic.in

5.03. For purposes of Section 10.01 of the General Conditions:

(a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or 64145(MCI)	1-202-477-6391	wbindia@worldbank.org

AGREED as of the Signature Date.

INDIA

By

Alok Tiwari

Authorized Representative

Name: Alok Tiwari _____

Title: JS (FB), DEA _____

Date: 13-Jan-2025 _____

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By

Auguste Tano Kouame

Authorized Representative

Name: Auguste Tano Kouame _____

Title: Country Director _____

Date: 09-Jan-2025 _____

SCHEDULE 1

Project Description

The objective of the Project is to increase farmers' income through improved crop productivity, climate resilience, and commercialization of agrifood systems in Selected Regions of Uttar Pradesh.

The Project consists of the following parts:

Part 1: Productivity Enhancement

- 1.A. Supporting resource use efficiency and agricultural productivity through, *inter alia*, the provision of:
- (i) (a) Technical assistance to individual farmers for establishing and/or strengthening Farmer Producer Groups (“FPGs”), including mobilization activities, training, and support for development of FPG by-laws; and (b) Start-up grants to FPGs for office equipment.
 - (ii) (a) Climate resilient technology and advisories to farmers, through FPGs, in rice wheat cropping systems and smallholder rainfed production systems, including provision of drought resistant seeds, inputs for soil fertility, and crop, water, and soil management practices; and (b) Grants to FPGs for crop residue management;
 - (iii) Technical assistance and grants to Farmer Producer Organizations (“FPOs”) for purchase and use of equipment and machinery for establishing and/or augmenting Customer Hiring Centers (“CHC”); and
 - (iv) Technical assistance to farmers and FPGs to enable access to existing government schemes for micro-irrigation and fertigation.
- 1.B. Supporting the development and promotion of an inclusive and climate-resilient seed system through, *inter alia*:
- (i) Procurement and distribution of high quality and climate resilient seeds to improve seed/variety replacement ratios for farmers;
 - (ii) Provision of grants and technical assistance to FPOs for timely purchase and distribution of climate resilient seeds and establishing and/or strengthening Seed Hubs for production of climate resilient certified seeds;
 - (iii) Provision of technical assistance to entrepreneurs for establishing cluster specific high-tech seed nurseries; and
 - (iv) Promotion of late sowing and early maturing varieties/short-duration varieties.

- 1.C. Supporting the promotion of tailored agronomic and extension services for climate-resilient practices through, *inter alia*, the provision of: (i) climate resilient advisory services to FPGs on specific cropping systems; (ii) technical assistance for the designing and establishment of a dedicated helpline to respond to queries from farmers for on-demand agronomic and financial advisory services, including advisory on sustainable agricultural practices; and (iii) provision of technical assistance to enhance farmers' access to financial services and schemes by leveraging the existing network of Common Service Centers and Business Correspondent Agents.
- 1.D. Leveraging climate action mechanisms to promote sustainable agricultural development through, *inter alia*; (i) the provision of technical assistance for the design and establishment of the Center for Climate Resilient Agriculture Systems ("C-CRAS"), to build the capacity of relevant government departments and stakeholders in Uttar Pradesh for the measurement, monitoring, reporting and verification of GHG emissions in the agriculture sector in Uttar Pradesh, including facilitating the establishment of a digital measurement, reporting, and verification system; (ii) the provision of laboratory equipment and support for data acquisition and monitor emissions; (iii) to carry out necessary scientific and technical baseline studies for calculating the volume of emission reductions and preparing the required verification protocols; (iv) the promotion of regenerative agriculture; (v) the carrying out of capacity building activities for relevant stakeholders, including workshops, webinars, and training programs; and (vi) the provision of technical assistance to provide farmer's access to voluntary carbon markets.

Part 2: Commodity Clusters

- 2.A. Supporting establishment of market-oriented clusters for high value crops through, *inter alia*: (i) the carrying out of a diagnostics to identify products and geographies for clusters based on selected criteria; (ii) the preparation of climate-sensitive Cluster Development Plans; and (iii) the implementation of activities within the Cluster Development Plans through (a) the provision of technology and advisory services to farmers for increased productivity and market orientation, (b) the provision of grants to entrepreneurs, farmers, and/or farmer collectives for adoption of sustainable agribusiness technology and development of agribusiness facilities, (c) the provision of technical assistance to support capacity development of FPGs, and (d) provision of technical advisory for agribusinesses to improve marketing.
- 2.B. Supporting fishery clusters through, *inter alia*:
- (i) Development of Cluster Development Plans based on diagnostics to determine market demand and post-harvest management infrastructure gaps;
 - (ii) Modernization of hatcheries for improved germplasm, development of high quality, sustainable and climate resilient fish feed, and provision of grants to fishers and Fisher Producer Groups for development of fish seed nurseries;
 - (iii) Provision of technical assistance to fishers and/or Fisher Producer Groups to develop climate-resilient fisheries management systems in reservoirs;

- (iv) Provision of innovative and climate resilient aquaculture technologies to fishers and Fisher Producer Groups for efficient re-use of water and reducing the impact of climate-induced water scarcity;
 - (v) Provision of grants to entrepreneurs and Fisher Producer Groups for enterprise development for nursery, hatchery, processing, logistics, eco-parks, and improving energy efficiency in fisheries production and value chain;
 - (vi) Provision of grants to entrepreneurs and Fisher Producer Groups for post-harvest and energy-efficient marketing infrastructure, including landing centers, fish processing units, and linkage with existing online fish marketing platforms; and
 - (vii) Provision of technical assistance to fishers and/or Fisher Producer Groups for the formation and/or strengthening the capacity of Fisher Producer Groups.
- 2.C. Supporting the establishment of an integrated agri-export hub (“Integrated Agri-Export Hub”) to address challenges faced by agriculture exporters and to scale up agri-exports from Uttar Pradesh by offering comprehensive agricultural export-related services, including testing, treatment, packaging, cold storage, and certification services, and facilitating linkages to maximize private sector participation for effective export facilitation.

Part 3: Digital and Financial Ecosystems

- 3.A. Supporting development of a state-wide digital agriculture ecosystem through, *inter alia*: (i) development of a digital infrastructure and solutions platform, including provision of hardware, software, and connectivity solutions; (ii) agriculture technology incubation and acceleration to support start-ups and entrepreneurs in developing solutions tailored to address the challenges of the agricultural sector and provide climate resilient solutions at scale; (iii) provision of training and capacity building support to farmers, relevant government officials, and other stakeholders to enhance digital literacy and adoption of new technologies for implementing climate-resilient agriculture; (iv) development of platforms and services to connect farmers with markets, including digital marketplaces, advisory services on climate-resilient technologies, and logistical support; and (v) development of a monitoring, learning, and evaluation system to enable continuous learning and adaptation of strategies.
- 3.B. Improving per capita agri-credit from formal financial institutions and productive investment and competitiveness in the agri-allied areas through, *inter alia*: (i) the carrying out of a pilot to digitize Kisan Credit Card in Uttar Pradesh in order to reduce transaction costs and improve the turnaround time and scale of financing for small and marginal farmers; (ii) the establishment and operationalization of the Alternative Investment Fund (AIF) to provide customized financing solutions (“Sub-Financing”) to MSMEs (“AIF Beneficiaries”) for equity, quasi-equity, and debt investments (“AIF Investment”) and to complement the Project’s investment in developing selected value chains by crowding-in long term private sector investments, including the provision of handholding support to agribusinesses to support them to apply for the Sub-Financing; and (iii) the provision of grants to private sector entities/actors under the Agri-Challenge Fund to incentivize such

private sector entities to provide solutions for localized challenges through market-based approaches.

Part 4: Project Management, Learning, and Partnerships

Supporting development of Project management and monitoring systems and strengthening the capacity of the PMU to implement the Project, including the provision of support for: (i) financing of relevant technical and support consultants on financial management, procurement and environmental and social aspects; (ii) refurbishing of office spaces; (iii) strengthen the PMU's capacity with relevant staff to oversee Project implementation; (iv) development of a robust monitoring, learning, and evaluation system for the Project to track progress and outcomes and carrying out of baseline, mid-term, annual, and Project completion surveys and studies; and (iv) development of accredited training programs for relevant government staff and carrying out of activities to facilitate knowledge exchange with leading technical institutions to demonstrate new age agricultural technologies and concepts, including facilitation of exposure visits for farmers.

Part 5: Contingent Emergency Response Component

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. **Financing Arrangements.**

1. To facilitate carrying out of the Project, the Borrower shall make the proceeds of the Loan available to the Project Implementing Entity in accordance with the Borrower's standard arrangements for developmental assistance to the states of India. Notwithstanding the foregoing, in the event that any provision of this Agreement, including the instructions that the Bank shall have specified by notice to the Borrower pursuant to Section III.A of this Schedule 2, were to be found inconsistent with the Borrower's standard arrangements for development assistance to the states of India, the provisions of this Agreement and related instructions shall govern.
2. The Borrower shall at all times protect its own interests and the interests of the Bank to accomplish the purposes of the Loan.

B. **Contingent Emergency Response**

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project ("Contingent Emergency Response Part"), the Borrower and/or the PIE, as the case may be, shall ensure that:
 - (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Bank, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Bank;
 - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and

- (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Bank.
- 2. The Borrower shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to the Bank.
- 3. The Borrower and/or the PIE, as the case may be, shall ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP and in form and substance acceptable to the Bank; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Bank.
- 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

Section II. Project Monitoring Reporting and Evaluation

The Borrower shall furnish to the Bank each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of Loan Proceeds

A. General.

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: [(i) the Front-end Fee and (ii) each Interest Rate Cap or Interest Rate Collar premium]; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in JPY)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Incremental Operating Costs, and Training under the Project	45,549,026,888	70%
(2) Grants	2,841,576,505	70%
(3) Capital Contribution to AIF	1,052,179,857	70%

(4) Emergency Expenditures	0	
(5) Front-end Fee	123,916,750	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(6) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05 (c) of the General Conditions
TOTAL AMOUNT	49,566,700,000	

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) For payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not exceed ¥3,565,126,650 may be made for payments made prior to this date but on or after January 31, 2024, for Eligible Expenditures under Category (1);
 - (b) Under Category (2) until and unless the PIE has furnished to the Bank evidence, satisfactory to the Bank, showing that the PIE has prepared and adopted the Grants Manual in form and with substance satisfactory to the Bank, in accordance with Section I.B.1(b) of the Schedule to the Project Agreement;
 - (c) For payments made under Category (3) until and unless: (i) the AIF Fund Manager has been hired in a manner and under terms of reference, experience and qualifications acceptable to the Bank; (ii) the PIE has submitted evidence, in a manner satisfactory to the Bank, showing that the AIF Operational Manual has been adopted in a manner satisfactory to the Bank; and (iii) the AIF is legally established and fully operational, all in a manner acceptable to the Bank, upon the completion of a Technical and Fiduciary Assessment of the AIF, by the PIE, certifying *inter alia*, that the governance and management of the AIF are composed of professionals who have qualifications and experience satisfactory to the Bank and have the capacity to exercise satisfactory control over the use of funds; or
 - (d) For Emergency Expenditures under Category (4), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Borrower, and/or the Project Implementing Entity, as the case may be, has/have determined that an Eligible Crisis or Emergency has occurred, and has/have furnished to the Bank a request to withdraw Loan amounts under Category (4); and (B) the Bank has agreed with such determination, accepted said request and notified the Borrower, and the Project Implementing Entity, as the case may be, thereof; and

- (ii) the Borrower, and/or the Project Implementing Entity, as the case may be, has/have adopted its/their respective CERC Manual and Emergency Action Plan, in form and substance acceptable to the Bank.

2. The Closing Date is September 30, 2030.

Section IV. Other Undertakings

The Borrower shall cause the PIE to provide, as needed, the funds, facilities and services and other resources required for the Project, in particular with respect to the duration of the AIF after the Closing Date of this Project.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

Level Principal Repayments

Principal Payment Date	Installment Share
On each April 15 and October 15 Beginning April 15, 2031 through October 15, 2057	1.82%
On April 15, 2058	1.72%

APPENDIX

Section I. Definitions

1. “Agreed Exit” means any exit from an AIF Investment made by the AIF in accordance with the terms, conditions, procedures, and eligibility criteria set forth in the AIF Operational Manual; and “Agreed Exits” means more than one such Agreed Exit.
2. “Agri-Challenge Fund” means the facility to be established under Part 3.B(iii) of the Project, pursuant to the provisions set forth in the PIP or the Grants Manual, to provide grants to incentivize private sector entities to provide solutions for localized challenges.
3. “AIF” or “Alternative Investment Fund” means the fund to be established and supported, as the case maybe, pursuant to Section I.D.2(f) of the Schedule to the Project Agreement with the purpose of providing financial support to AIF Beneficiaries in accordance with the terms and conditions set forth in the AIF Operational Manual.
4. “AIF Advisory Committee” means an advisory committee to be established by the PIE, pursuant to the provisions of the AIF Operational Manual, as part of the organizational structure for the AIF.
5. “AIF Beneficiary” means an agribusinesses MSME selected by the PIE in accordance with the eligibility criteria and selection procedures set forth in the AIF Operational Manual to receive Sub-Financing from the AIF under a Sub-Financing Agreement; and “AIF Beneficiaries” means more than one such AIF Beneficiary.
6. “AIF Fund Manager” means the manager referred to in Section I.D.2(d) of the Schedule to the Project Agreement.
7. “AIF Investment” means any given investment made by the AIF Fund Manager through a Sub-Financing, which has met the eligibility criteria set out in the AIF Operational Manual, including, *inter alia*, investment in the AIF Beneficiary’s setting up of plant and equipment, marketing and business development activities, creation of digital systems for customers, carrying out of market diagnostic studies, expansion of enterprises, and building inventory and operational expenses.
8. “AIF Investment Committee” means an investment committee to be established by the PIE, pursuant to the provisions of the AIF Operational Manual, as part of the organizational structure for the AIF.
9. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the General Conditions, 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 and as of July 1, 2016.
10. “Beneficiary” means an individual farmer, a FPG, a FPO, a Fisher Producer Group, an entrepreneur, a private sector entity, or an agribusiness MSME selected by the PIE pursuant to Section I.E.1 of the Schedule to the Project Agreement to receive a Grant under a Grant Agreement; and “Beneficiaries” means more than one such Beneficiary.

11. “Business Correspondent Agent” means an entity engaged by a commercial bank branch in Uttar Pradesh, to provide last mile delivery of financial and banking services to customers in unbanked and underbanked areas.
12. “Capital Contribution to AIF” means the portion of the Loan to be provided by the PIE, through UPDASP, as its capital contribution to the AIF for purposes of financing investments in/by AIF Beneficiaries pursuant to signed Sub-Financing Agreements, which capital contribution shall not exceed the amounts actually utilized/dispensed by the AIF under the respective Sub-Financing Agreements up to the Closing Date.
13. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
14. “Center for Climate Resilient Agriculture Systems” or “C-CRAS” means the center referred to in Part 1.D(i) of the Project.
15. “Common Service Center” means an access point developed under the National E-Governance Plan to deliver government services to citizens.
16. “Cluster Development Plan” means a development plan prepared and adopted by a commodity cluster in accordance with the PIP, identifying the investment activities for the relevant cluster and setting out their detailed implementation plan.
17. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
18. “Customer Hiring Center” means a unit within FPOs that is responsible for lending out farm machinery and equipment to farmers. _
19. “District Coordination Committee” means a district-level Project coordination committee to be established by the PIE pursuant to Section I.A.2(c) of the Schedule to the Project agreement; and “District Coordination Committees” means more than such District Coordination Committee.
20. “DPIU” means a Project district implementation unit to be established by the PIE pursuant to Section I.A.2(b) of the Schedule to the Project Agreement; and “DPIUs” means more than one such DPIU.
21. “Emergency Action Plan” means the plan referred to in Section I.B.1(b) of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
22. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Borrower and/or the Project Implementing Entity, associated with a natural or man-made crisis or disaster.
23. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.B.1(a) of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.

24. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 8, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
25. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
26. “Farmer Producer Organization” (FPO) is a legal entity formed by primary producers, which can be registered as a Farmer Producer Company, a cooperative society, or any other legal form that provides for the sharing of profits/benefits among the members, as further defined in the PIP.
27. “Farmer Producer Company” means a member-owned farmer producer company registered under provisions of the Chapter XXIA of the Borrower’s Companies Act (2013).
28. “Farmer Producer Group” or FPG means an informal association of farmers/processors that typically operate within the same village/village panchayat and has a common interest in a particular commodity, either to institute better production practices, processing, or marketing, and is organized in accordance with the criteria and procedures set forth in the PIP; and “Farmer Producer Groups” or “FPGs” means more than one such Farmer Producer Group or FPG.
29. “Fisher Producer Group” means an informal association of fishers that typically operate within the same village/village panchayat and has a common interest in aquaculture, and is organized in accordance with the criteria and procedures set forth in the PIP; and “Fisher Producer Groups” means more than one such Fisher Producer Group..
30. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
31. “GHG” means greenhouse gas.

32. “Grant” means a grant made or proposed to be made by PIE, through UPDASP, to a Beneficiary, out of the proceeds of the Loan, to finance the carrying out of an approved Sub-project under parts 1.A(i)(b), 1.A(ii)(b), 1.A(iii), 1.B(ii), 2.A(iii)(b), 2.B(ii), 2.B(v), 2.B(vi), and 3.B (iii) of the Project in accordance with the criteria and procedures set forth in the Grants Manual.
33. “Grant Agreement” means the agreements referred to in Section I.E.3 of the Schedule to the Project Agreement.
34. “Grants Manual” means the manual referred to in Section I.B.1(b) of the Schedule to the Project Agreement.
35. “Incremental Operating Costs” means the reasonable incremental expenses incurred by the Project Implementing Entity and on account of the management, implementation, monitoring and/or evaluation of the Project activities, including, but not limited to: salaries of government staff deputed to the Project, per diem and allowances, office rent, office supplies, utilities, conveyance, travel and boarding/lodging allowances, operating and maintenance expenditures of office equipment and vehicles, bank charges, insurance, advertising, media projections, newspaper subscriptions, periodicals, and printing and stationary costs incurred for purposes of carrying out the Project; but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of members of the Project Implementing Entity’s government staff not deputed to the Project.
36. “Integrated Agri-Export Hub” means a center to be established by the PIE under Part 2.C of the Project in accordance with the provisions of the PIP.
37. “Kisan Credit Card” means the PIE’s credit scheme launched in 1998 to provide short-term revolving credits to farmers.
38. “MSME” means micro, small, and medium enterprise.
39. “National E-Governance Plan” means the Borrower’s plan adopted in 2006 to make government services efficient, transparent, and accessible to all citizens.
40. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
41. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
42. “Project Agreement” means the Project Agreement between the Bank and Uttar Pradesh in connection with this Agreement.

43. “Project Implementing Entity” or “PIE” or “State” or “Uttar Pradesh” means, for the purposes of the General Conditions, the Borrower’s state of Uttar Pradesh.
44. “Project Implementation Plan” or “PIP” means the plan set forth in Section I.B of the Schedule to the Project Agreement.
45. “Project Management Unit” or “PMU” means the state project management unit to be established by the PIE pursuant to Section I.A.2(a) of the Schedule to the Project Agreement.
46. “Project Executive Committee” or “PEC” means the committee to be established by the PIE pursuant to Section I.A(e) of the Schedule to the Project Agreement to be responsible for overall implementation of the Project.
47. “Project Steering Committee” or “PSC” means the committee to be established by the PIE pursuant to Section I.A(d) of the Schedule to the Project Agreement to be responsible for providing oversight and guidance for the implementation of the Project.
48. “Seed Hub” means a facility established by the PIE to ensure the availability of climate-resilient, high-quality seeds with facilities for processing, storage and distribution of seeds in a given cluster or agro-ecological region.
49. “Selected Regions” means the districts/regions of Uttar Pradesh selected by the PIE for the purposes of the Project, as set out in the PIP.
50. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
51. “State Fisheries Training Center” means the a facility established by PIE in 2010 to impart trainings and refresher courses on various aspects of aquaculture and fisheries with the objective of augmenting the skills of fish farmers and fishers._
52. “Sub-financing” means an equity, quasi-equity, or debt investment provided to an AIF Beneficiary for an AIF Investment and referred to in Section I.D.3 of the Schedule to the Project Agreement.
53. “Sub-Financing Agreement” means the agreement to be entered between the AIF and an AIF Beneficiary for the provision of the Sub-financing and referred to in Section I.D.3 of the Schedule to the Project Agreement.
54. “Sub-project” means all the goods, works and services to be financed out of a Grant under parts 1.A(i)(b), 1.A(ii)(b), 1.A(iii), 1.B(ii), 2.A(iii)(b), 2.B(ii), 2.B(v), 2.B(vi), and 3.B (iii) of the Project.
55. “Technical and Fiduciary Assessment” means the assessment to be carried out as part of due diligence needed prior the operationalization of the new or existing AIF, which assessment shall include analysis of AIF’s related constitutive documents, AIF Operational Manual, governance structure and management to ensure adequate compliance with

fiduciary obligations, adherence to safeguards instruments referred to in the ESCP, and Anti-Corruption Guidelines, and aiming to achieve a systematic and effective AIF's investment management system.

56. "Training" means the reasonable cost of trainings, seminars, workshops, conferences and study tours, conducted in the territory of Uttar Pradesh and/or overseas, including: (a) the fees of training institutions and courses; (b) domestic and international travel costs, lodging costs, and subsistence/per diem allowances both for trainers and trainees; (c) the rental of training facilities; and (d) preparation, purchase or reproduction of training materials, but excluding salaries and allowance of the Borrower's and Project Implementing Entity's civil servants or their other regular staff.
57. "UPDASP" means Uttar Pradesh Diversified Agricultural Support Project Society, a semi-autonomous government agency of the Government of Uttar Pradesh established in 1996 pursuant to the Borrower's Society Registration Act (1860) for the preparation and implementation of the Uttar Pradesh Diversified Agriculture Support Project.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 3.01 (*Front-end Fee; Commitment Charge; Exposure Surcharge*) is modified to read as follows:

"Section 3.01. *Front-end Fee; Commitment Charge*

(a) The Borrower shall pay the Bank a Front-end Fee on the Loan amount at the rate specified in the Loan Agreement. Except as otherwise provided in Section 2.07 (b), the Borrower shall pay the Front-end Fee not later than sixty (60) days after the Effective Date.

(b) The Borrower shall pay the Bank a Commitment Charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement. The Commitment Charge shall accrue from the date of the Loan Agreement or the date which falls on the fourth anniversary of the date of approval of the Loan by the Bank, whichever is later, to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. Except as otherwise provided in Section 2.07 (c), the Borrower shall pay the Commitment Charge semi-annually in arrears on each Payment Date."

2. Section 3.04 (*Prepayment*) is modified to read as follows:

"Section 3.04. *Prepayment*

(a) After giving not less than forty-five (45) days' notice to the Bank, the Borrower may repay the Bank the following amounts in advance of maturity, as of a date acceptable to the Bank (provided that the Borrower has paid all Loan Payments due as at such date): (i) the entire Withdrawn Loan Balance as at such date; or (ii) the entire principal amount of any one or more maturities of the Loan. Any partial prepayment of the Withdrawn Loan Balance shall be applied in the manner specified by the Borrower, or in the absence of any specification by the Borrower, in the following manner: (A) if the Loan Agreement provides for the separate amortization of specified Disbursed Amounts of the principal of

the Loan the prepayment shall be applied in the inverse order of such Disbursed Amounts, with the Disbursed Amount which has been withdrawn last being repaid first and with the latest maturity of said Disbursed Amount being repaid first; and (B) in all other cases, the prepayment shall be applied in the inverse order of the Loan maturities, with the latest maturity being repaid first.

(b) If, in respect of any amount of the Loan to be prepaid, a Conversion has been effected and the Conversion Period has not terminated at the time of prepayment, the provisions of Section 4.06 shall apply.”

3. In paragraphs originally numbered 75 and 81 of the Appendix, the terms “Loan Payment” and “Payment Date”, respectively are modified to read as follows:

“75. “Loan Payment” means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, the Commitment Charge, interest at the Default Interest Rate (if any), any surcharge, any transaction fee for a Conversion or early termination of a Conversion, any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower.”

“81. “Payment Date” means each date specified in the Loan Agreement occurring on or after the date of the Loan Agreement on which interest, Commitment Charge and other Loan charges and fees (other than the Front-end Fee) are payable, as applicable.”

4. Definitions in paragraphs 4 (Allocated Excess Exposure Amount); 53 (Exposure Surcharge); 99 (Standard Exposure Limit); and 105 (Total Exposure) of the Appendix are deleted in their entirety and the subsequent paragraphs are renumbered accordingly.