

CONFORMED COPY

LOAN NUMBER 4846-IN

Loan Agreement

**(Tamil Nadu Irrigated Agriculture Modernization and
Water-Bodies Restoration and Management Project)**

between

INDIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Dated February 12, 2007

LOAN NUMBER 4846-IN

LOAN AGREEMENT

AGREEMENT dated February 12, 2007, between INDIA, acting by its President (“Borrower”), and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”).

WHEREAS the Borrower has also requested the International Development Association (“Association”) to provide additional assistance towards the financing of the project (“Project”) described in Schedule 1 to the Financing Agreement of even date herewith between the Borrower and the Association (“Financing Agreement”), and the Association is agreeing to provide such assistance in an aggregate principal amount equal to ninety nine million eight hundred thousand Special Drawing Rights (SDR 99,800,000) (“Credit”).

NOW THEREFORE, the Borrower and the Bank hereby agree as follows:

ARTICLE I - GENERAL CONDITIONS; DEFINITIONS

- 1.01. The “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 1, 2005 (“General Conditions”) 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 Financing Agreement.

ARTICLE II - LOAN

- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of three hundred thirty five million Dollars (\$335,000,000) (“Loan”), to assist in financing the Project.
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to the Financing Agreement.
- 2.03. The Commitment Charge payable by the Borrower shall be equal to three-fourths of one percent (3/4 of 1%) per annum on the Unwithdrawn Loan Balance, subject to any waiver of a portion of such charge as may be determined by the Bank from time to time.

- 2.04. The Front-end Fee payable by the Borrower shall be equal to one percent (1.0%) of the Loan amount, subject to any waiver of a portion of such fee as may be determined by the Bank from time to time.
- 2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to LIBOR for the Loan Currency plus the Variable Spread, subject to any waiver of a portion of such interest as may be determined by the Bank from time to time.
- 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 the amortization schedule set forth in the Schedule 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 carry out the Project and cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions.
- 3.02. (a) Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to the Financing Agreement, which are incorporated into the Loan Agreement with the following modifications unless the context otherwise requires:
 - (i) the term “Association” shall be read as “Bank”;
 - (ii) the term “Credit” or “Financing” shall be read as “Loan”;
 - (iii) the term “Recipient” shall be read as “Borrower”;
 - (iv) the term “General Conditions” shall be read as the “International Bank for Reconstruction and Development General Conditions for Loans”, dated July 1, 2005, and its corresponding Sections; and
 - (v) the term “this Agreement” or “the Financing Agreement” shall be read as “the Loan Agreement”.
- (b) So long as any part of the Financing provided for under the Financing Agreement shall remain outstanding and unless the Borrower has been notified otherwise by the Bank:

- (i) all actions taken, including approvals given, by the Association pursuant to any of the Sections of, and Schedules to, the Financing Agreement enumerated in paragraph (a) of this Section shall be deemed to be taken or given in the name and on behalf of both the Association and the Bank; and
 - (ii) all information or documentation furnished by the Recipient or Borrower to the Association pursuant to the provisions of any of such Sections of the Financing Agreement or Schedules thereto shall be deemed to be furnished to both the Association and the Bank.
- (c) If the Financing Agreement terminates prior to the termination of this Agreement, the provisions of the Financing Agreement referred to in this Agreement shall continue in full force and effect between the Borrower and the Bank.

ARTICLE IV - EFFECTIVENESS

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

ARTICLE V - REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is any 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.
- 5.02. The Borrower's Address is:

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

Cable address:	Telex:	Facsimile:
ECOFAIRS	953-31-66175	91-11-23093422

5.03. New Delhi FINE IN
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 address:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423(MCI) or 64145(MCI)	1-202-477-6391

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

INDIA

By

/s/ Madhusudan Prasad
Authorized Representative

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By

/s/ Praful C. Patel
Regional Vice President
South Asia Region

SCHEDULE

Amortization Schedule

Principal Payment Date	Principal Amount of the Loan Payable (Expressed in Dollars)
October 15, 2012	7,140,000
April 15, 2013	7,345,000
October 15, 2013	7,560,000
April 15, 2014	7,780,000
October 15, 2014	8,010,000
April 15, 2015	8,240,000
October 15, 2015	8,480,000
April 15, 2016	8,730,000
October 15, 2016	8,985,000
April 15, 2017	9,245,000
October 15, 2017	9,515,000
April 15, 2018	9,795,000
October 15, 2018	10,080,000
April 15, 2019	10,370,000
October 15, 2019	10,675,000
April 15, 2020	10,985,000
October 15, 2020	11,305,000
April 15, 2021	11,635,000
October 15, 2021	11,975,000
April 15, 2022	12,325,000
October 15, 2022	12,685,000
April 15, 2023	13,050,000
October 15, 2023	13,435,000
April 15, 2024	13,825,000
October 15, 2024	14,225,000
April 15, 2025	14,640,000
October 15, 2025	15,070,000
April 15, 2026	15,510,000
October 15, 2026	15,960,000
April 15, 2027	16,425,000