

CONFORMED COPY

CREDIT NUMBER 1931 IN

(Fifth (Bombay and Madras) Population Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

STATE OF MAHARASHTRA

Dated September 16, 1988

MAHARASHTRA AGREEMENT

AGREEMENT, dated September 16, 1988, between INTERNATIONAL DEVELOPMENT ASSOCIATION (hereinafter called the Association) and THE STATE OF MAHARASHTRA, acting by its Governor (hereinafter called Maharashtra).

WHEREAS (A) by the Development Credit Agreement of even date herewith between India, acting by its President (hereinafter called the Borrower) and the Association, the Association has agreed to make available to the Borrower an amount in various currencies equivalent to forty one million Special Drawing Rights (SDR 41,000,000) the terms and conditions set forth in the Development Credit Agreement, but only on condition that Maharashtra agree to undertake such obligations toward the Association as are set forth in this Agreement;

(B) by an agreement of even date among the Association, the State of Tamil Nadu (Tamil Nadu), the Madras City Municipal Corporation (MMC) and the Municipal Corporation of Greater Bombay (BMC) (the Project Agreement), Tamil Nadu, MMC and BMC have each agreed to undertake certain obligations in respect of the carrying out of the Project; and

WHEREAS Maharashtra, in consideration of the Association's

entering into the Development Credit Agreement with the Borrower, has agreed to undertake the obligations set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Unless the context otherwise requires, the several terms defined in the Development Credit Agreement, the Preamble to this Agreement and in the General Conditions (as so defined) have the respective meanings therein set forth.

ARTICLE II

Particular Covenants

Section 2.01. (a) Maharashtra shall cooperate fully to assure that the purpose of the Credit will be accomplished. To that end, Maharashtra shall, at the request of the Association, exchange views with the Association with regard to the performance of Maharashtra's obligations under this Agreement, the performance by BMC of its obligations under the Project Agreement, the management, structure, administration, operations, resources and expenditures of BMC and other matters relating to the purpose of the Credit.

(b) Maharashtra shall take all action which shall be necessary on its part to enable BMC to perform its obligations under the Project Agreement including the provision of funds, facilities, services and other resources required for this purpose and shall not take or permit to be taken any action which would prevent or interfere with the performance of any such obligation of BMC.

(c) Maharashtra shall promptly inform the Association of any condition which interferes or threatens to interfere with the progress of the project, the accomplishment of the purposes of the Credit, or the performance by BMC of its obligations under the Project Agreement.

Section 2.02. Maharashtra shall make available to BMC the proceeds of the Credit made available by the Borrower to Maharashtra pursuant to Section 3.01 (b) of the Development Credit Agreement in accordance with its standard arrangements for the passing on of funds for family welfare assistance.

Section 2.03. Maharashtra shall carry out the obligations set forth in Sections 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) in respect of the Maharashtra Agreement.

ARTICLE III

Effective Date; Termination; Cancellation and Suspension

Section 3.01. This Agreement shall come into force and effect on the date upon which the Development Credit Agreement becomes effective.

Section 3.02. (a) This Agreement and all obligations of the Association and of Maharashtra hereunder shall terminate on the earlier of the following two dates:

- (i) the date on which the Development Credit Agreement shall terminate in accordance with its terms; or

(ii) a date 20 years after the date of this Agreement.

(b) If the Development Credit Agreement terminates in accordance with its terms before the date specified in paragraph (a) (ii) of this Section, the Association shall promptly notify Maharashtra of this event.

Section 3.03. All the provisions of this Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the General Conditions.

ARTICLE IV

Miscellaneous Provisions

Section 4.01. Any notice or request required or permitted to be given or made under this Agreement and any agreement between the parties contemplated by this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable, telex or radiogram to the party to which it is required or permitted to be given or made at such party's address hereinafter specified or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For the Association:

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

Cable address:

INDEVAS
Washington, D.C.

Telex:

440098 (ITT)
248423 (RCA) or
64145 (WUI)

For Maharashtra:

The Chief Secretary to
the Government of Maharashtra
Sachivalaya, Bombay
India

Cable address:

RESTIS
Bombay

Section 4.02. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement on behalf of Maharashtra may be taken or executed by a Secretary to the Government of Maharashtra or such other person or persons as Maharashtra shall designate in writing, and Maharashtra shall furnish to the Association sufficient evidence of the authority and the authenticated specimen signature of each such person.

Section 4.03. This Agreement may be executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives, thereunto duly authorized, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ A. Karaosmanoglu
Regional Vice President
Asia

STATE OF MAHARASHTRA

By /s/ Anil Kumar
Authorized Representative

