
LOAN NUMBER 9093-IN

Loan Agreement

(First Tamil Nadu Housing Sector Strengthening Program Development Policy Loan)

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") for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Bank has decided to provide this financing on the basis, inter alia, of: (i) the actions which the STATE OF TAMIL NADU ("Program Implementing Entity") has already taken under the Program and which are described in the Schedule to the Program Agreement dated as of the same date, between the Bank and the Program Implementing Entity; and (ii) the Borrower's maintenance of an adequate macroeconomic policy framework. The Borrower and the Bank therefore 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 two hundred million Dollars (\$200,000,000), as such amount may be converted from time to time through a Currency Conversion ("Loan").
- 2.02. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.03. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.04. 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.
- 2.05. The Payment Dates are April 15 and October 15 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with Schedule 2 to this Agreement.
- 2.07. (a) If on any given day, the Total Exposure exceeds the Standard Exposure Limit (as said terms are defined in sub-paragraphs (b)(ii) and (b)(iii) of this Section), the Borrower shall pay to the Bank a surcharge at the rate of one half of one percent (0.5%) per annum of the Allocated Excess Exposure Amount (as defined in sub-paragraph (b)(i) of this Section) for each said day ("Exposure Surcharge"). The Exposure Surcharge (if any) shall be payable semi-annually in arrears on each Payment Date.

- (b) For purposes of this Section the following terms have the meanings set forth below:
- (i) "Allocated Excess Exposure Amount" means for each day during which the Total Exposure exceeds the Standard Exposure Limit, the product of: (A) the total amount of said excess; and (B) the ratio of all (or, if the Bank so determines, a portion) of the Loan to the aggregate amount of all (or the equivalent portions) of the loans made by the Bank to the Borrower, and to other borrowers guaranteed by the Borrower that are also subject to an exposure surcharge, as said excess and ratio are reasonably determined from time to time by the Bank.
 - (ii) "Standard Exposure Limit" means the standard limit on the Bank's financial exposure to the Borrower which, if exceeded, would subject the Loan to the Exposure Surcharge, as determined from time to time by the Bank.
 - (iii) "Total Exposure" means for any given day, the Bank's total financial exposure to the Borrower, as reasonably determined by the Bank.

- 2.08. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Borrower shall promptly furnish to the Bank such information relating to the provisions of this Article II as the Bank may, from time to time, reasonably request.

ARTICLE III — PROGRAM

- 3.01. The Borrower declares its commitment to the Program and its implementation. To this end, and further to Section 5.05 of the General Conditions:
- (a) the Borrower and the Bank shall from time to time, at the request of either party, exchange views on the Borrower's macroeconomic policy framework and the progress achieved in carrying out the Program;
 - (b) without limitation upon paragraph (a) of this Section, the Borrower shall promptly inform the Bank of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE BANK

- 4.01. The Additional Event of Suspension consists of the following, namely, that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.
- 4.02. The Additional Event of Acceleration consists of the following, namely, that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of thirty (30) days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Bank is satisfied with the progress achieved by the Borrower in carrying out the Program and with the adequacy of the Borrower's macroeconomic policy framework.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

- 6.02. 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

- 6.03. 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

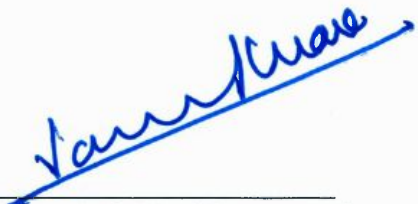
- (b) the Bank's Electronic Address is:

Telex:	Facsimile:
248423(MCI) or 64145(MCI)	1-202-477-6391

AGREED as of the Signature Date.

INDIA

By



Authorized Representative

Name: SAMEER KUMAR KHARE

Title: ADDITIONAL SECRETARY

Date: JUNE 29, 2020

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By



Authorized Representative

Name: SUMILA GULYANI

Title: ACTING COUNTRY DIRECTOR, INDIA

Date: JUNE 29, 2020

SCHEDULE 1

Program Actions; Availability of Loan Proceeds

Section I. Availability of Loan Proceeds

- A. General.** The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of this Section and such additional instructions as the Bank may specify by notice to the Borrower.
- B. On-Lending Arrangements.** To facilitate the carrying out of the Program, the Borrower shall make all proceeds of the Loan available to the Program Implementing Entity in accordance with the Borrower's standard arrangements for development assistance to the States of India.
- C. Allocation of Loan Amounts.** The Loan (except for amounts required to pay the Front-end Fee) is allocated in a single withdrawal tranche, from which the Borrower may make withdrawals of the Loan proceeds. The allocation of the amounts of the Loan to this end is set out in the table below:

Allocations	Amount of the Loan Allocated (expressed in USD)
(1) Single Withdrawal Tranche	199,500,000
(2) Front-end Fee	500,000
(3) Amount corresponding to the premium due pursuant to Section 4.05 (c) of the General Conditions	0
TOTAL AMOUNT	200,000,000

- D. Withdrawal Tranche Release Conditions.** No withdrawal shall be made of the Single Withdrawal Tranche unless the Bank is satisfied: (a) with the Program being carried out by the Borrower; and (b) with the adequacy of the Borrower's macroeconomic policy framework.
- E. Deposit of Loan Amounts.**
- The Borrower, within thirty (30) days after the withdrawal of the Loan from the Loan Account, shall report to the Bank: (a) the exact sum received into the account referred to in Section 2.03 (a) of the General Conditions; (b) the details of the account to which the Indian Rupees equivalent of the Loan proceeds will be credited; (c) the record that an equivalent amount has been accounted for in the Borrower's budget management systems; and (d) the statement of receipts and disbursement of the account referred to in Section 2.03 (a) of the General Conditions.
- F. Closing Date.** The Closing Date is June 30, 2022.

SCHEDULE 2

Commitment-Linked Customized 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").

The Borrower shall repay the principal amount of the Loan as follows:

Principal Payment Date	Installment Share
April 15, 2024	2.5%
October 15, 2024	2.5%
April 15, 2025	2.5%
October 15, 2025	3%
April 15, 2026	3%
October 15, 2026	3%
April 15, 2027	3%
October 15, 2027	2.5%
April 15, 2028	1.5%
October 15, 2028	1.5%
April 15, 2029	2%
October 15, 2029	3%
April 15, 2030	3.5%
October 15, 2030	4%
April 15, 2031	4.5%
October 15, 2031	4.5%
April 15, 2032	4.5%
October 15, 2032	4%
April 15, 2033	4%
October 15, 2033	3.5%
April 15, 2034	3.5%
October 15, 2034	4%
April 15, 2035	4%
October 15, 2035	4%
April 15, 2036	3%
October 15, 2036	3%
April 15, 2037	3%
October 15, 2037	2%
April 15, 2038	2%
October 15, 2038	2%
April 15, 2039	2.5%
October 15, 2039	2.5%
April 15, 2040	2%

APPENDIX

Definitions

1. "EWS" means economically weaker section areas, defined by the Borrower's Ministry of Housing and Urban Affairs.
2. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Development Policy Financing", dated December 14, 2018.
3. "Government Gazette" means the official gazette of the Government of Tamil Nadu.
4. "Government of Tamil Nadu" means the government of the Program Implementing Entity.
5. "Indian Rupee" means the lawful currency of the Borrower.
6. "LIG" means low income group, defined by the Borrower's Ministry of Housing and Urban Affairs.
7. "Program" means: the program of objectives, policies, and actions set forth or referred to in the letter dated March 20, 2020 from the Borrower to the Bank declaring the Borrower's commitment to the execution of the Program, and requesting assistance from the Bank in support of the Program during its execution and comprising actions taken, including those set forth in Section I of Schedule 1 to this Agreement, and actions to be taken consistent with the program's objectives.
8. "Program Implementing Entity" means the Borrower's State of Tamil Nadu.
9. "SEBI" means the Securities and Exchange Board of India, established on April 12, 1992 in accordance with the provisions of the Securities and Exchange Board of India Act, 1992 to, among other things, protect the interests of investors in securities and to promote the development of, and to regulate the securities market
10. "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.
11. "Single Withdrawal Tranche" means the amount of the Loan allocated to the category entitled "Single Withdrawal Tranche" in the table set forth in Part B of Section II of Schedule 1 to this Agreement.
12. "Tamil Nadu" means the Borrower's State of Tamil Nadu.
13. "Tamil Nadu Real Estate Appellate Tribunal" means the tribunal established under the Tamil Nadu Real Estate Appellate Tribunal Regulations 2018 notified by the Government of Tamil Nadu on March 25, 2019 (establishment of Tribunal) as per powers conferred by Sub-section (2) of Section 53 of Real Estate (Regulation and Development) Act, 2016 and

in addition to the Sub Rule (3) of Rule 29 of Tamil Nadu Real Estate (Regulation and Development) Rules, 2017.

14. "Tamil Nadu Real Estate Regulatory Authority" means the authority established under the Real Estate (Regulation and Development) Act, 2016.
15. "Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act (February 2019)" means the regulations for the implementation of the Tamil Nadu Rights and Responsibilities of Landlords and Tenants Act, 2017 (Tamil Nadu Act 42 of 2017) adopted by *G.O. Ms. No. 36, Housing and Urban Development (HB4), 22nd February 2019*.
16. "TNHB" means the Tamil Nadu Housing Board.
17. "TNSCB" means the Tamil Nadu Slum Clearance Board.
18. "TNSF" means the Tamil Nadu Shelter Fund.