
LOAN NUMBER 3915 - IND
LOAN NUMBER 3916 - IND

LOAN AGREEMENT
(Ordinary Operations)

(COVID-19 Active Response and Expenditure Support Program)

between

INDIA

and

ASIAN DEVELOPMENT BANK

DATED 28 April 2020

IND 54182-001

LOAN AGREEMENT (Ordinary Operations)

LOAN AGREEMENT dated 28 April 2020 between INDIA acting by its President (the Borrower) and ASIAN DEVELOPMENT BANK (ADB).

WHEREAS

(A) ADB has received from the Borrower a development policy letter dated 14 April 2020 (the Policy Letter), setting forth objectives, policies and actions forming the Borrower's countercyclical development expenditures to be undertaken related to the Coronavirus (COVID-19) pandemic, as described in Schedule 1 to this Loan Agreement (the CARES Program);

(B) the Borrower has applied to ADB for Loans, for the purposes of the CARES Program; and

(C) ADB has agreed to make the Loans to the Borrower from ADB's ordinary capital resources upon the terms and conditions set forth herein; and

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I

Loan Regulations; Definitions

Section 1.01. All the provisions of ADB's Ordinary Operations Loan Regulations, dated 1 January 2017 ("Loan Regulations"), are hereby made applicable to this Loan Agreement with the same force and effect as if they were fully set forth herein, subject, however, to the following modifications:

(a) Section 2.01(kk) is deleted and the following is substituted therefor:

"Loan" means each of (a) Loan 1 (as defined in Section 1.02(g) of the Loan Agreement) and (b) Loan 2, collectively the "Loans";

(b) Section 2.01(ll) is deleted and the following is substituted therefor:

"Loan Account" means:

- (i) in relation to Loan 1, the account opened or to be opened by ADB on its books in the name of the Borrower to which the amount of Loan 1 has been or will be credited; and
- (ii) in relation to Loan 2, the account opened or to be opened by ADB on its books in the name of the Borrower to which the amount of Loan 2 has been or will be credited.

- (c) Section 2.01(tt) is deleted and the following is substituted therefor:

The term "Program" means the program for which ADB has agreed to make the Loans, as described in the Loan Agreement and as the description thereof may be amended from time to time by agreement between ADB and the Borrower;

- (d) The term "Project" wherever it appears in the Loan Regulations shall be substituted by the term "Program".

- (e) Section 2.01(vv) is deleted and the following is substituted therefor:

The term "Program Executing Agency" means the entity responsible for the carrying out of the Program as specified in the Loan Agreement.

- (f) The term "Project Executing Agency" wherever it appears in the Loan Regulations shall be substituted by the term "Program Executing Agency".

- (g) Section 6.01(b) is deleted.

Section 1.02. Wherever used in this Loan Agreement, unless the context otherwise requires, the several terms defined in the Loan Regulations have the respective meanings therein set forth, and the following additional terms have the following meanings:

(a) "Counterpart Funds" means the local currency generated from the proceeds of the Loans under the CARES Program and referred to in paragraph 4 of Schedule 4 to this Loan Agreement;

(b) "DEA (MOF)" means the Department of Economic Affairs (Ministry of Finance) of the Borrower, or any successor thereto;

(c) "Deposit Account" means the account referred to in paragraph 3 of Schedule 3 to this Loan Agreement;

(d) "Empowered Group" means one of the empowered inter-ministerial groups established under Disaster Management Act, 2005 by the Borrower, that is responsible for economic and welfare measures, and is chaired by Secretary, DEA, that will *inter alia* oversee the CARES Program implementation, under the guidance of the Task Force;

(e) "Implementing Agencies" means the Borrower's central (i) Ministry of Consumer Affairs, Food and Public Distribution; (ii) Ministry of Agriculture and Farmer Welfare; (iii) Ministry of Rural Development; (iv) Ministry of Petroleum and Natural Gas; (v) Ministry of Labour and Employment; (vi) Ministry of Health and Family Welfare; (vii) Department of Financial Services; (viii) Department of Expenditure; and other ministries/agencies as may be included by the Borrower as needed;

- (f) "INR" means Indian rupee which the currency of the Borrower;
- (g) "Loan Disbursement" means ADB's Loan Disbursement Handbook (2017, as amended from time to time);
- (h) "Loans" means Loan 1 and Loan 2, as referred in Section 2.01(a) of this Loan Agreement;
- (i) "Loan 1" means the Loan in an amount of \$500,000,000, as referred in Section 2.01(a) of this Loan Agreement;
- (j) "Loan 2" means the Loan in an amount of \$1,000,000,000, as referred in Section 2.01(a) of this Loan Agreement;
- (k) "Policy Letter" means the development policy letter dated 14 April 2020, and referred to in Recital (A) of this Loan Agreement;
- (l) "Program Executing Agency" means for the purposes of, and within the meaning of the Loan Regulations means the Borrower acting through its DEA (MOF), or any successor thereto, which is responsible for the carrying out of the CARES Program; and
- (m) "Task Force" means the COVID-19 Economic Response Task Force set up by the Borrower on 20 March 2020, that is led by the Finance Minister of the Borrower.

ARTICLE II

The Loans

Section 2.01. (a) ADB agrees to lend to the Borrower from its ordinary capital resources, Loans comprising (i) Loan 1 in an amount of five hundred million Dollars (\$500, 000,000); and (ii) Loan 2 in an amount of One billion dollars (\$1,000,000,000), as each such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.06 of this Loan Agreement.

(b) Loan 1 has a principal repayment period of 7 years, and a grace period as defined in paragraph (c) of this Section.

(c) The term "grace period" as used in paragraph (b) of this Section means the period prior to the first Principal Payment Date in accordance with the amortization schedule set forth in Paragraph 1 of Schedule 2 to this Loan Agreement as it applies to Loan 1.

(d) Loan 2 has a principal repayment period of 2 years, and a grace period as defined in paragraph (e) of this Section.

(e) The term "grace period" as used in paragraph (d) of this Section means the period prior to the first Principal Payment Date in accordance with the

amortization schedule set forth in paragraph 2 of Schedule 2 to this Loan Agreement as it applies to Loan 2.

Section 2.02. The Borrower shall pay to ADB interest on the principal amount of the Loan 1 and Loan 2 respectively, withdrawn and outstanding from time to time at a rate for each Interest Period equal to the sum of

(a) LIBOR; and

(b) 0.60% as determined by Section 3.02 of the Loan Regulations; less a credit of 0.10% as provided by Section 3.03 of the Loan Regulations.

Section 2.03. The Borrower shall pay a commitment charge of 0.15% per annum on each of Loan 1 and Loan 2 respectively. Such charge shall accrue on the full amount of the Loan 1 and Loan 2, respectively (less amounts withdrawn in each case, from time to time), commencing 60 days after the date of this Loan Agreement.

Section 2.04. Interest and other charges on each of the Loans shall be payable semiannually on 01 October and 01 April in each year.

Section 2.05. The Borrower shall repay the principal amount of the Loan 1 and Loan 2, as applicable, withdrawn from the respective Loan Account in accordance with the provisions of Schedule 2 to this Loan Agreement.

Section 2.06. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan 1 or Loan 2, as the case may be, in order to facilitate prudent debt management, subject to relevant market opportunities being made available to ADB:

- (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan 1 or Loan 2, whether withdrawn and outstanding or unwithdrawn, to an Approved Currency;
- (ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan 1 or Loan 2, as the case may be, from a Floating Rate to a Fixed Rate, or vice versa; and
- (iii) the setting of limits on the Floating Rate applicable to all or any portion of the principal amount of the Loan 1 or Loan 2, as the case may be, withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on said Floating Rate.

(b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by ADB shall be considered a "Conversion", as defined in Section 2.01(6) of the Loan Regulations, and shall be effected in accordance with the provisions of Article V of the Loan Regulations and the Conversion Guidelines.

ARTICLE III

Use of Proceeds of the Loan

Section 3.01. The Borrower shall cause the proceeds of the Loans to be applied to the financing of expenditures for the CARES Program in accordance with the provisions of this Loan Agreement.

Section 3.02. The proceeds of the Loans shall be withdrawn in accordance with the provisions of Schedule 3 to this Loan Agreement, as such Schedule may be amended from time to time by agreement between the Borrower and ADB.

Section 3.03. The Loan Closing Date for Loan 1 and Loan 2 for the purposes of Section 9.02 of the Loan Regulations shall be 30 June 2021 or such other date as may from time to time be agreed between the Borrower and ADB.

ARTICLE IV

Particular Covenants

Section 4.01. In the carrying out of the CARES Program, the Borrower shall perform, or cause to be performed by the Program Executing Agency, all obligations set forth in this Loan Agreement.

Section 4.02. As part of the information and reports referred to in Sections 7.01 and 7.04 of the Loan Regulations, the Borrower shall furnish, or cause to be furnished, to ADB all such reports and information as ADB shall reasonably request concerning the implementation of the CARES Program, including the carrying out of the actions set out in the Policy Letter.

ARTICLE V

Effectiveness

Section 5.01. A date ninety (90) days after the date of this Loan Agreement is specified for the effectiveness of the Loan Agreement for the purposes of Section 10.04 of the Loan Regulations.

ARTICLE VI**Miscellaneous**

Section 6.01. The Secretary, Additional Secretary, Joint Secretary, Director or Deputy Secretary in the Department of the Economic Affairs, Ministry of Finance of the Borrower is designated as representative of the Borrower for the purposes of Section 12.02 of the Loan Regulations.

Section 6.02. The following addresses are specified for the purposes of Section 12.01 of the Loan Regulations:

For the Borrower

The Secretary to the Government of India
Department of Economic Affairs
Ministry of Finance
North Block
New Delhi – 110001
India

Facsimile Number:

(91)11- 23094075

For ADB

Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers:

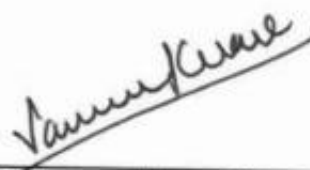
(632) 8636-2444

(632) 8636-2293

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan Agreement to be signed in their respective names and to be delivered at the principal office of ADB, as of the day and year first above written.

INDIA

By



Sameer Kumar Khare
Additional Secretary (FB & ADB)

ASIAN DEVELOPMENT BANK

By



Kenichi Yokoyama
Country Director

SCHEDULE 1**Description of the CARES Program**

1. The principal objectives of the CARES Program are to provide a fiscal stimulus and protect the Borrower's spending and poverty alleviation programs and objectives, and to continue with its longer-term development objectives. The scope of the CARES Program measures include (i) COVID-19 response and measures to improve resilience of health systems against infectious diseases enhanced; (ii) measures to provide social assistance for compensating the economic loss to vulnerable citizens including the poor, farmers, senior citizens and women, enhanced; and (iii) social security measures enhanced for affected workers in both organized and informal sectors, such as construction workers. The CARES Program is described in more detail in the Policy Letter.
2. The CARES Program is expected to be completed by 30 June 2021.

SCHEDULE 2

Amortization Schedule

(COVID-19 Active Response and Expenditure Support Program)

1. (a) Loan 1: The following table sets forth the Principal Payment Dates of the Loan 1 and the percentage of the total principal amount of the Loan 1 payable on each Principal Payment Date (Installment Share). If the proceeds of the Loan 1 shall have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan 1 repayable by the Borrower on each Principal Payment Date shall be determined by ADB by multiplying: (a) the total principal amount of the Loan 1 withdrawn and outstanding as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayment amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Sequence	Date Payment Due	Installment Share (Expressed as a % based on 30% annuity)
1	1 October 2023	2.468849
2	1 April 2024	2.839176
3	1 October 2024	3.265053
4	1 April 2025	3.754811
5	1 October 2025	4.318032
6	1 April 2026	4.965737
7	1 October 2026	5.710598
8	1 April 2027	6.567187
9	1 October 2027	7.552266
10	1 April 2028	8.685105
11	1 October 2028	9.987871
12	1 April 2029	11.486052
13	1 October 2029	13.208960
14	1 April 2030	15.190303
	Total	100.000000

(b) Loan 2: The following table sets forth the Principal Payment Dates of the Loan 2 and the percentage of the total principal amount of the Loan 2 payable on each Principal Payment Date (Installment Share). If the proceeds of the Loan 2 shall have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan 2 repayable by the Borrower on each Principal Payment Date shall be determined by ADB by multiplying: (a) the total principal amount of the Loan 2 withdrawn and outstanding as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayment amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

Schedule 2

Sequence	Date Payment Due	Installment Share (Expressed as a % based on 30% annuity)
1	1 October 2023	20.026535
2	1 April 2024	23.030515
3	1 October 2024	26.485093
4	1 April 2025	30.457857
	Total	100.000000

2. If the proceeds of the Loan 1 or Loan 2 respectively, shall not have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan 1 or Loan 2 respectively repayable by the Borrower on each Principal Payment Date shall be determined as follows:

(a) To the extent that any proceeds of the Loan 1 or Loan 2 as applies shall have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the amount withdrawn and outstanding as of such date in accordance with paragraph 1 (a) or paragraph 1(b), as the case may be, of this Schedule.

(b) Any withdrawal made after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by ADB by multiplying the amount of each such withdrawal by a fraction, the numerator of which shall be the original Installment Share specified in the table in paragraph 1 (a) or paragraph 1(b), as the case may be, of this Schedule for said Principal Payment Date (the Original Installment Share) and the denominator of which shall be the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such repayment amounts to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. Withdrawals made within 2 calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the withdrawn principal amount of the Loan 1 or Loan 2 respectively to an Approved Currency, the amount so converted in said Approved Currency that shall be repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by ADB by multiplying such amount in its currency of denomination immediately prior to said Conversion by either: (i) the exchange rate that reflects the amounts of principal in said Approved Currency payable by ADB under the Currency Hedge Transaction relating to said Conversion; or (ii) if ADB so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

Schedule 2

5. If the principal amount of the Loan 1 or Loan 2 respectively, as withdrawn and outstanding from time to time shall be denominated in more than one Loan Currency, as the case may be, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

SCHEDULE 3**Withdrawal of Proceeds of Loans**

1. Except as set out in this Schedule or as ADB may otherwise agree, the proceeds of the Loans shall be disbursed in accordance with the Loan Disbursement Handbook.
2. An application for withdrawal from the respective Loan Account for Loan 1 or Loan 2, as the case may be, shall be submitted to ADB by the Borrower and shall be in a form satisfactory to ADB.
3. (a) Prior to submitting the first application to ADB for withdrawal from the respective Loan Account for Loan 1 and Loan 2, as the case may be, the Borrower shall nominate an account (the Deposit Account) at the Reserve Bank of India, into which all withdrawals from the respective Loan Account for Loan 1 or Loan 2, as the case may be, shall be deposited. The Deposit Account shall be managed and liquidated in accordance with applicable regulations and procedures of the Borrower.

(b) Separate accounts and records in respect of the Deposit Account shall be maintained in accordance with consistently maintained sound accounting principles acceptable to ADB. Upon ADB's request, the Borrower shall have the financial statements for the Deposit Account audited by independent auditors, whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB. Promptly after their preparation but in any event not later than 6 months after the date of ADB's request, certified copies of such audited financial statements and records and the opinion of the auditors on the financial statements, in the English language, shall be furnished to ADB.
4. No proceeds of the Loans shall be withdrawn to finance any item specified in the Attachment to this Schedule. For the avoidance of doubt, the restriction set out in item (ii) only in the Attachment to this Schedule does not apply to the use of Counterpart Funds.
5. The Borrower may withdraw the Loans upon effectiveness of this Loan Agreement.

Negative List

No withdrawals of Loan proceeds shall be made for the following:

- (i) expenditures for goods included in the following groups or subgroups of the United Nations Standard International Trade Classification, Revision 3 (SITC, Rev. 3), or any successor groups or subgroups under future revisions to the SITC, as designated by ADB by notice to the Borrower;

Table: Ineligible Items

Chapter	Heading	Description of Items
112		Alcoholic beverages
121		Tobacco, unmanufactured; tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitute)
525		Radioactive and associated materials
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof, fuel elements (cartridges), non-irradiated for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver, or platinum-group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ore and concentrates)

- (ii) expenditures in the currency of the Borrower or of goods supplied from the territory of the Borrower;
- (iii) expenditures for goods supplied under a contract that any national or international financing institution or agency will have financed or has agreed to finance, including any contract financed under any loan or grant from the ADB;
- (iv) expenditures for goods intended for a military or paramilitary purpose or for luxury consumption;
- (v) expenditures for narcotics;
- (vi) expenditures for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Borrower or international agreements to which the Borrower is a party; and
- (vii) expenditures on account of any payment prohibited by the Borrower in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

SCHEDULE 4

CARES Program Implementation and Other Matters

Implementation Arrangements

1. The Borrower acting through DEA (MOF) shall be the Program Executing Agency, which shall be responsible for coordination, execution and implementation of the CARES Program and for reporting to ADB.
2. The Borrower's Empowered Group as already established, and other line ministries of the Borrower involved in implementing the CARES Program (the Implementing Agencies), shall meet quarterly, or as required to coordinate, advise, monitor and oversee the implementation of the CARES Program. At the meetings, the Empowered Group shall also record on the progress of the CARES Program. ADB and other donor partners may be invited to participate in the meetings of the Empowered Group meetings as observers as possible.

Policy Dialogue

3. The Borrower shall:
 - (a) keep ADB informed of, and the Borrower and ADB shall from time to time exchange views on, sector issues, policy reforms and additional reforms during the Program Period that may be considered necessary or desirable under the CARES Program, including the progress made in carrying out actions set out in the Policy Letter;
 - (b) promptly discuss with ADB problems and constraints encountered during implementation of the CARES Program and appropriate measures to overcome or mitigate such problems and constraints; and
 - (c) keep ADB informed of policy discussions with other multilateral and bilateral agencies that may have implications for implementation of the CARES Program and shall provide ADB with an opportunity to comment on any resulting policy proposals. The Borrower shall take ADB's views into consideration in finalizing and implementing any such proposals.

Use of Counterpart Funds

4. The Borrower shall ensure that the Counterpart Funds are used to finance the implementation of certain programs and activities consistent with the objectives of the CARES Program.

Governance and Anticorruption

5. The Borrower, DEA (MOF), and the Implementing Agencies, shall (a) comply with ADB's Anticorruption Policy (1998, as amended to date) and acknowledge that ADB reserves the right to investigate directly, or through its agents, any alleged corrupt, fraudulent, collusive or coercive practice relating to the CARES Program; and (b) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

Monitoring, Review, Evaluation, and Policy Dialogue

6. (a) During the CARES Program period, the Borrower through the DEA (MOF) and ADB shall jointly conduct quarterly reviews of the macroeconomic and fiscal conditions of the Borrower's economy and assess the impact and evaluate the benefits of activities under the CARES Program on the real economy and the social sector. Within no later than 6 months after the completion of the CARES Program, the Borrower shall cause the DEA (MOF) to submit a CARES Program completion report to ADB that assesses the extent of progress of the CARES Program and the impact of implementation of the CARES Program.

(b) The Borrower shall continue to monitor and provide or cause to be provided by DEA (MOF) to ADB, regular reports (being at least on a monthly basis for the first 3 months from Effective Date and quarterly basis thereafter) that shall also include quarterly progress reports on the health intervention indicators with the inputs from MOHFW and other related agencies. The Borrower shall also engage in policy dialogue with ADB throughout CARES Program implementation period and at least 6 months after the Loan Closing Date on areas including but not limited to: (a) macroeconomic and financial sector conditions, (b) implementation of anti-crisis measures under the Borrower's COVID-19 response plan, (c) budget and development expenditure to support countercyclical measures, and (d) beneficiaries outreach under the CARES Program and the COVID-19 response plan, including gender-disaggregated data as feasible; and (e) the consolidated report on activities and expenditures made from the National budget to support the countercyclical measures, including expenditures on medical response activities, and social protection.