

January 15, 2025

Ms. Manisha Sinha  
Additional Secretary (OMI, Crypto & FB)  
Department of Economic Affairs  
Ministry of Finance  
Government of India  
North Block  
New Delhi - 110001

Dear Ms. Sinha:

***INDIA: Assam Resilient Rural Bridges Operation (Loan No. 9632-IN)  
Amendment to Loan Agreement***

We refer to the Loan Agreement ("Loan Agreement") between India ("Borrower") and the International Bank for Reconstruction and Development ("Bank") dated September 18, 2024, and to the Operation Agreement ("Operation Agreement") between the Bank and the State of Assam ("Implementing Entity") dated September 12, 2024, as amended for the Assam Resilient Rural Bridges Program ("Project").

We also refer to our letter, dated January 15, 2025, regarding the Bank's revisions to its pricing for the IBRD Flexible Loan and its applicability to this Loan. Consequently, the Loan Agreement is hereby amended as follows:

1. In the Appendix to the Loan Agreement, "Section I" is hereby added before "Definitions", at the beginning of the Appendix.
2. Paragraph 38 of the Appendix is hereby amended to read in its entirety as follows:

"38. "Program General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Program-for-Results Financing", dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022), with the modifications set forth in Section II of this Appendix."
3. Paragraph 40 of the Appendix is hereby amended to read in its entirety as follows:

"40. "Project General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022), with the modifications set forth in Section II of this Appendix."
4. A new Section II is hereby added to the Appendix to the Loan Agreement, to read in its entirety as follows:

**“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 2.05 (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 2.05 (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.”
5. In paragraphs originally numbered 74 and 80 of the Appendix the terms “Loan Payment” and “Payment Date”, respectively are modified to read as follows:

“74. “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.”

“80. “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.”

6. Definitions in paragraphs 4 (Allocated Excess Exposure Amount); 52 (Exposure Surcharge); 97 (Standard Exposure Limit) and 103 (Total Exposure) of the Appendix are deleted in their entirety and the subsequent paragraphs are renumbered accordingly.

Except as specifically amended by this Amendment Letter, all other provisions of the Loan Agreement shall remain in full force and effect.

The Bank will disclose this Amendment Letter and related information in accordance with the World Bank’s Policy on Access to Information. By entering into this Amendment Letter, the Borrower consents to the disclosure of this Amendment Letter and related information.

Please confirm your agreement to the foregoing by signing the form of confirmation set forth below, returning one fully executed original of this Amendment Letter to us and retaining one original for your records. This Amendment Letter shall become effective as of the date of the last countersignature of this Amendment Letter, upon receipt by the Bank of the duly countersigned original of this Amendment Letter.

Yours sincerely,  
INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

*Auguste Tano Kouame*

Auguste Tano Kouame  
Country Director, India

AGREED:

**INDIA**

By: *Alok Tiwari*

Authorized Representative

Name: Alok Tiwari

Title: JS (FB), DEA

Date: 03-Feb-2025

cc:

Mr. Parameswaran Iyer, Executive Director (India), World Bank  
Mr. Hemang Jani, Senior Advisor to Executive Director, World Bank  
Mr. Nikunj Kumar Srivastava, Senior Advisor to Executive Director, World Bank  
Mr. Anil S.V Das, Advisor to Executive Director, World Bank  
Mr. Hrisheekesh Arvind Modak, Advisor to Executive Director, World Bank

**Government of India:**

Mr. Alok Tiwari, Joint Secretary, DEA, Ministry of Finance.  
Mr. Simrandeep Singh, Director, DEA, Ministry of Finance.  
Mr. Avanish Kumar Mishra, Controller, Aid Accounts and Audit, DEA, Ministry of Finance.

**Government of Assam:**

Dr. Ravi Kota, Chief Secretary  
Mr. Chandan Sarma, Commissioner and Special Secretary, APWRD  
Dr. B. Jeevan Basavaraj, Secretary to the Chief Minister  
Mr. Paban Terang, Secretary, PWD  
Mr. Jogender Das, Chief Engineer, EAP, PWRD