



June 25, 2021

Mr. Vijay Goel
Chairman and Managing Director
THDC India Limited
Ganga Bhawan, Pragatipuram
Bypass Road, Rishikesh – 249201
(representing the Borrower)

Mr. Rajat Kumar Mishra
Additional Secretary
Department of Economic Affairs
Government of India
Ministry of Finance
New Delhi -110001
(representing the Guarantor)

Dear Mr. Goel and Mr. Mishra:

***India: Vishnugad Pipalkoti Hydro Electric Project (Loan No. 8078-IN)
Letter of Amendment to the Loan Agreement
Closing Date Extension and Partial Cancellation of Loan Amount by the Borrower***

I refer to the Loan Agreement dated August 10, 2011 (the “Loan Agreement”), between THDC India Limited (the “Borrower”) and the International Bank for Reconstruction and Development (the “Bank”) extending a loan of six hundred forty-eight million United States Dollars (USD 648,000,000) (the “Loan”) for the above-referenced project (the “Project”), as guaranteed by India under the sovereign Guarantee Agreement of same date (the “Guarantee Agreement”), between India (the “Guarantor”) and the Bank.

In addition, I also refer to the Guarantor’s letter F.No. 2/1/2006FB-VIII from the Department of Economic Affairs (DEA), Ministry of Finance, Government of India dated April 7, 2021, and June 23, 2021 in which was enclosed a request from the Borrower to the Ministry of Power dated March 20, 2021 and an Office Memorandum of Ministry of Power to DEA of the same date. I note that while the Borrower requested a partial cancellation of one hundred million United States Dollars (USD 100,000,000) from the Loan and an extension of the Closing Date of the Loan till December 31, 2023, the Guarantor endorsed a sequenced approach with the requested cancellation but an initial extension of Closing Date until June 30, 2022. This requires certain amendments to the end target date of the Results Framework for the Project.

I am pleased to inform you that: (i) the Bank has established June 30, 2022, as the later date for purposes of Section IV of Schedule 2 to the Loan Agreement; (ii) the Bank concurs with the above request and accordingly, the Bank hereby cancels one hundred million United States Dollars (USD 100,000,000) from the Loan, with effect as of April 7, 2021 (date of receipt of such request by the Bank). As per this cancellation the Table set forth in paragraph 2 of Section IV.A of Schedule 2 to the Loan Agreement is

amended to read as set forth in *Annexure I*; and (iii) The Results Framework of the Project is revised accordingly, and the revised Results Framework is set forth in *Annexure II* in the attachment hereto.

Except as specifically amended by this Amendment Letter, all other provisions of the Loan Agreement shall remain unchanged and 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 agreeing to this Amendment Letter, the Borrower consents to disclosure of this Amendment Letter and related information.

Please confirm your agreement to the foregoing by signing and dating two originals, retaining one original for your records and returning the other original to the Bank. 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 originals of this Amendment Letter, other than the cancellation, which shall become effective as of the date of the cancellation.

Yours sincerely,

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

Junaid Kamal Ahmad
Country Director, India

Enclosures:
Annexure I- Revised Table of Expenditure
Annexure II- Revised Results Framework

AGREED:

THDC INDIA LIMITED

By: Vijay Goel
 Authorized Representative
 vijay goel
Name: _____
Title: Chairman & Managing Director
Date: 09-Jul-2021

Annexure I

Vishnugad Pipalkoti Hydro Electric Project (Loan No. 8078-IN)
Schedule 2, Section IV.A.2
Revised Table of Expenditure

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Civil works and hydro-mechanical equipment under Component 1 of the Project	280,037,142.90	100%
(2) Electro-mechanical equipment under Component 1 of the Project	99,560,393.75	100%
(3) Consultants' Services	10,499,236.68	100%
(4) Interest during construction	56,283,226.67	Amount payable pursuant to Section 2.04 of this Agreement in accordance with Section 2.07(c) of the General Conditions
(5) Front-end Fee	1,620,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07(b) of the General Conditions
(6) Premia for Interest Rate Cap or Interest Rate Collar	-0-	Amount payable pursuant to Section 2.07(c) of this Agreement in accordance with Section 4.05(c) of the General Conditions
Cancelled as of June 27, 2019	100,000,000	
Cancelled as of April 7, 2021	100,000,000	
TOTAL AMOUNT	648,000,000	

Annexure II: Revised Results Framework

Objective / Outcome Name Generation capacity of renewable energy constructed under the project (MW) on the Alaknanda river			
Indicator Name	Unit of Measure	Baseline	End Target
Generation capacity of energy constructed or rehabilitated CRI	Megawatt	0.00 01-Jan-2014	444.00 30-Jun-2022
Hydropower generation capacity constructed under the project CRI	Megawatt	0.00 01-Jan-2014	444.00 30-Jun-2022
Generation Capacity of Hydropower constructed or rehabilitated under the project	Megawatt	0.00 30-Jun-2011	444.00 30-Jun-2022
Generation Capacity of Hydropower constructed under the project	Megawatt	0.00 30-Jun-2011	444.00 30-Jun-2022

* Component Name Capacity-building and Institutional Strengthening			
Indicator Name	Unit of Measure	Baseline	End Target
Development of Capacity Building and Institutional Strengthening (CBIS) plan	Yes/No	No 01-Jan-2014	Yes 30-Jun-2021
Initial skills gap analysis (resulting in preparation of CBIS Plan)	Text	RFP for skills gap analysis launched by project effectiveness.	Contract completed and CBIS Plan under implementation.
Review of THDC institutional arrangements and current capacity building plans in consultation with THDC management and staff.	Text	None	Completed
Development of framework institutional capacity plan	Text	None	Completed.

Indicator Name	Unit of Measure	Baseline	End Target
Development of detailed institutional capacity plan	Text	None	Completed
Implementation of Capacity Building and Institutional Strengthening Plan	Text	None	Completed as planned.
Social and Environmental Capacity Training	Yes/No	No 01-Jan-2014	Yes 31-Dec-2021
Recruitment/deployment of new environmental staff for corporate and project	Text	2+1	100 percent of staff as proposed in the EMP.
Social staff in Corporate Social and Environment Cell (number of staff)	Number	2.00	4.00

*** Component Name**

Vishnugad Pipalkoti Hydro Electric Project

Indicator Name	Unit of Measure	Baseline	End Target
RAP and community development plan implementation	Percentage	0.00 02-Nov-2009	100.00 31-Dec-2021
All entitlements for property losses and restrictions on access fully delivered	Percentage	0.00	100.00
Completion of scheduled resettlement including Haat village as agreed with the PAPs	Percentage	0.00	100.00
Amount spent on small infrastructure under CSR and Peripheral Development in project affected villages	Text	Rs. 5 million	Rs. 90 million

Indicator Name	Unit of Measure	Baseline	End Target
Headrace tunnel completion	Percentage	0.00 02-Nov-2009	100.00 30-Jun-2022
Power house civil excavation	Percentage	0.00 02-Nov-2009	100.00 30-Jun-2022
Desilting chamber	Percentage	0.00 02-Nov-2009	100.00 30-Jun-2022
Power House Electro-mechanical (equipment installation)	Text	No equipment delivered. 02-Nov-2009	Equipment for all four units ready 30-Jun-2022
Financial disbursement (% of projected cost to completion)	Percentage	0.00 02-Nov-2009	95.00 30-Jun-2022
Cost overruns within physical contingency allowance	Text	No overrun 02-Nov-2009	Achieved 30-Jun-2022
Environmental Management Plan (EMP) implementation	Text	0 02-Nov-2009	Completed. 30-Jun-2022
Number of environmental staff posted at site	Number	1.00	3.00
Funds utilization on CAT plan activities (excluding maintenance)	Percentage	0.00	90.00

cc: Mr. Rajesh Khullar, Executive Director (India), The World Bank
Mr. Ritesh Kumar Singh, Senior Advisor to Executive Director (India), The World Bank

Mr. Hanish Chhabra, Director, DEA, Ministry of Finance, Government of India
Mr. Sukhbir Singh, Controller of Aid Accounts & Audit, DEA, Ministry of Finance, Government of India

Mr. Alok Kumar, Secretary, Ministry of Power, Government of India
Mr. Tanmay Kumar, Joint Secretary (Hydro), Ministry of Power, Government of India
Mr. Vivek Kumar Dewangan, Joint Secretary (IC), Ministry of Power, Government of India

Mr. Rajeev Vishnoi, Director Technical, THDC India Limited
Ms. Radhika Jha, Secretary Energy, Government of Uttarakhand