Dear Ms. Jakhu and Mr. Rao:

India: Coal-Fired Generation Rehabilitation Project
(Loan No. 7(87-IN and GEF Grant No. TF094676-IN)
Mitigation to Project Agreement and Performance Monitoring Indicator Letter

We refer to: (i) the Loan Agreement, dated December 17, 2009, between India (the Borrower) and the International Bank for Reconstruction and Development (the Bank) for the above-referenced project (the Project) (the Loan Agreement); (ii) the Global Environment Facility (GEF) Grant Agreement of the same date between India and the Bank, acting as an implementing agency of the GEF (the GEF Grant Agreement); (iii) the Project Agreement of the same date among the Bank, acting in its own capacity and as an implementing agency of the GEF, State of Haryana, and Haryana Power Generation Corporation Limited (HPGCL) (the HPGCL Project Agreement); and (iv) the letter of the same date from HPGCL to the Bank regarding performance monitoring indicators (PMI), agreed further to Section II.A of the Schedule to the HPGCL Project Agreement (the HPGCL PMI Letter).

We also refer to the letters, dated December 16, 2012 and September 12, 2013, from the Borrower, requesting certain amendments to the Loan Agreement, as well as recent discussions between the Borrower and the Bank relating to certain amendments to the HPGCL Project Agreement.

We are pleased to inform you that the Bank concurs with the requests, and the HPGCL Project Agreement is amended as set forth below subsequent to the requests and the above-mentioned discussions, as well as in order to clarify certain matters.

1. Section II.A of the Schedule is amended to read as follows (emphasis added):

   “A. Project Reports

   The Participating Utility shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project in accordance with the provisions of Section 5.08 (b) of the General Conditions and Section 2.06 (b) (i) of the Standard Conditions and on the basis of the indicators set forth in its
PIP. Each such Project Report shall cover the period of one (1) Fiscal Year quarter, and shall be furnished to the Borrower not later than two (2) weeks after the end of the period covered by such report for incorporation and forwarding by the Borrower to the Bank of the overall Project Report, except that during the unit shutdown period for renovation and modernization, reporting shall be more frequent, as may be mutually agreed upon by the Bank and the Participating Utility."

2. The HPGCL PMI Letter is deleted in its entirety.

All other provisions of the HPGCL Project Agreement, except as amended herein, remain unchanged.

Please confirm your agreement to the foregoing by signing the form of confirmation set forth below, and 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 the four amendment letters (including this one) prepared further to the above-mentioned requests and discussions, upon receipt by the Bank of: (a) a duly countersigned original of this amendment letter; (b) a duly countersigned original of the amendment letter to the Loan Agreement; (c) a duly countersigned original of the amendment letter to the MSPGCL Project Agreement; and (d) a duly countersigned original of the amendment letter to the WBPDCL Project Agreement.

Sincerely,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting in its own capacity and as an Implementing Agency of the GEF

Onno Ruhl
Country Director, India
South Asia Region

AGREED
STATE OF HARYANA

By: ___________________________
Name: ANAND MOHAN SHARAN
Title: RESIDENT COMMISSIONER, HARYANA (NEW DELHI)
Date: 16/12/14

AGREED
HARYANA POWER GENERATION CORPORATION LIMITED

By: ___________________________
Name: **Ms. Pornom Chaudhry**  
Title: **Director Finance, HPECL**  
Date: **8 December 2014**

Cc:  
Mr. Mukesh Nandan Prasad, Executive Director (India), World Bank  
Mr. L.K. Atheeq, Senior Advisor, World Bank  
Mr. Tarun Bajaj, Joint Secretary (Multilateral Institutions), DEA, Ministry of Finance  
Mr. Brijesh Pandey, Deputy Secretary, DEA, Ministry of Finance  
Mr. S. G. Dastidar, Controller of Aida Accounts & Audit, DEA, Ministry of Finance  
Mr. Mukesh Jain, Joint Secretary (Thermal) Ministry of Power  
Ms. Neerja Mathur, Chairperson, Central Electricity Authority  
Mr. Devender Singh, Principal Secretary, Power Department, Haryana  
Mr. Swadheen Kshatriya, Chief Secretary, Maharashtra  
Mr. Ajoy Mehta, Principal Secretary, Industry, Energy, and Labour Department, Maharashtra  
Mr. Asheesh Sharma, Managing Director, Maharashtra State Power Generation Company Limited  
Mr. Sanjay Mitra, Chief Secretary, West Bengal  
Mr. Gopal Krishna, Additional Chief Secretary, West Bengal  
Mr. Durgadas Goswami, Chairman and Managing Director, West Bengal Power Development Corporation Limited
From: Additional Chief Secretary to Government of Haryana, Power Department, Chandigarh.

To: Mr. Onno Ruh
Country Director India, South Asia Region, World Bank, 73- Lodhi Estate, New Delhi- 110 003.

Memo. No./279/HPGCL/CF/FIN/F&B-1216 Dated: 15.12.2014

Subject: Authorization for signing the amendments in existing Project Agreement.

The Governor of Haryana is pleased to authorize Resident Commissioner, Govt. of Haryana, Haryana Bhawan, New Delhi Sh. Anand Mohan Sharan, IAS to sign the amendment in existing Project Agreement with World Bank dated 17.12.2009 of Coal Fired Generation Rehabilitation Project Loan No. 7687-In and GEF Grant No. TF094676-IN on behalf of Government of Haryana under Article 299 of Constitution of India so as to enable drawl of loan/ GEF grant which has already been approved for Haryana Power Generation Corporation Ltd. by the World Bank.

Additional Chief Secretary to Govt. of Haryana, Power Department, Chandigarh.


A copy of the above is forwarded to the:-

1. The Resident Commissioner, Govt. of Haryana, Haryana Bhawan, New Delhi
2. Special Secretary (Power), Govt. of Haryana, Panchkula.
3. Special Secretary (Finance) Govt. of Haryana, Chandigarh.

Additional Chief Secretary to Govt. of Haryana, Power Department, Chandigarh.


A copy of the above is forwarded to the:-

1. The Legal Rememberance & Secretary, Law and Legislature Department, 9th Floor, Haryana Civil Secretariat, Chandigarh.