Dear Mr. Kshatriya and Mr. Sharma:

India: Coal-Fired Generation Rehabilitation Project (loan No. 7687-IN and GEF Grant No. TF094676-IN)
Amendment 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 Maharashtra, and Maharashtra State Power Generation Company Limited (MSPGCL) (the MSPGCL Project Agreement); and (iv) the letter of the same date from MSPGCL to the Bank regarding performance monitoring indicators (PMI), agreed further to Section II.A of the Schedule to the MSPGCL Project Agreement (the MSPGCL 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 MSPGCL Project Agreement.

We are pleased to inform you that the Bank concurs with the requests, and the MSPGCL 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 MSPGCL PMI Letter is deleted in its entirety.

All other provisions of the MSPGCL 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 HPGCL Project Agreement; and (d) a duly countersigned original of the amendment letter to the WBPDCCL Project Agreement.

Yours 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 MAHARASHTRA

By: Mukesh Khullar
Name: MUKESH KHULLAR
Title: Principal Secretary (Energy)
Government of Maharashtra
Date: Industries, Energy and Labour Department
Mantralaya, Mumbai 400 032

AGREED
MAHARASHTRA STATE POWER GENERATION COMPANY LIMITED

By: Sital Shivrai
Name: SITAL SHIVRAI
Title: ________________________________

Date: ________________________________

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
Ms. Shakuntla Jakhu, Chief Secretary, Haryana
Mr. Devender Singh, Principal Secretary, Power Department, Haryana
Mr. M. K. V. Rama Rao, Managing Director, Haryana Power Generation Corporation Limited
Mr. Ajoy Mehta, Principal Secretary, Industry, Energy, and Labour Department, Maharashtra
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