Mr. Nilaya Mitash  
Joint Secretary (MI)  
Department of Economic Affairs  
Ministry of Finance  
Government of India  
Rocir No. 40-B, North Block  
New Delhi  
India  

March 20, 2013  

Dear Sir:

Sustainable Urban Transport Project (GEF Grant No. TF095549-IN)  
Amendment to the Grant Agreement

We refer to the Global Environment Facility ("GEF") Grant Agreement dated February 5, 2010 (the "Grant Agreement") between India (the "Recipient") and the International Bank for Reconstruction and Development (the "Bank"), acting as an implementing agency of the GEF, for the above-referenced Project (the "Project"). We also refer to the letters from the Government of India dated April 19, 2011, July 1', 2012 and October 29, 2012, requesting a restructuring of the Project and amendments to the Grant Agreement.

We are pleased to inform you that after due consideration, the Bank concurs with the request. Accordingly, the Grant Agreement is proposed to be amended as follows:

1. The disbursement table set forth in paragraph A.2 of Section IV of Schedule 2 to the Grant Agreement is hereby amended to set out as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Consultants’ services and training for Part 1 of the Project</td>
<td>7,050,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Consultants’ services and training for Part 2 of the Project</td>
<td>(a) Chhattisgarh and Maharashtra 3,800,000</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>(b) Madhya Pradesh 1,090,000</td>
<td>87%</td>
</tr>
<tr>
<td></td>
<td>(c) Karnataka - Mysore 460,000</td>
<td>73%</td>
</tr>
<tr>
<td>Category</td>
<td>Amount of the Grant Allocated (expressed in USD)</td>
<td>Percentage of Expenditures to be financed (inclusive of Taxes)</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------------------------------------------------</td>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>(d) Unallocated</td>
<td>1,900,000</td>
<td></td>
</tr>
<tr>
<td>(3) Goods (ITS-related)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Madhya Pradesh</td>
<td>820,000</td>
<td>64%</td>
</tr>
<tr>
<td>b) Karnataka - Mysore</td>
<td>1,430,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) GEF Agency Fee</td>
<td>1,880,000</td>
<td></td>
</tr>
<tr>
<td>(5) Consultants' services and training for Karnataka - Hubli-Dharwad under Part 2 of the Project</td>
<td>1,900,000</td>
<td>100%</td>
</tr>
<tr>
<td>TCTAL AMOUNT</td>
<td>20,330,000</td>
<td></td>
</tr>
</tbody>
</table>

2. Paragraph B.1 of Section IV of Schedule 2 to the Grant Agreement is amended to read as follows:

“1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

(a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $4,000,000 respectively may be made for payments made prior to this date but on or after January 1, 2009 for Eligible Expenditures for Categories (1), (2), and (3).

(b) for payments made prior to the date of the Letter of Amendment, except that withdrawals up to an aggregate amount not to exceed $200,000 may be made for payments made prior to the date of the Letter of Amendment but on or after October 1, 2012 for Eligible Expenditures for Categories (5).”

3. The Closing Date in paragraph B.2 of Section IV of Schedule 2 to the Grant Agreement is amended to read as “November 30, 2015”.

4. New paragraphs 24 and 25 are added to the list of Definitions in the Appendix to the Grant Agreement to read as follows:

“24. “Letter of Amendment” means a letter of amendment to this Agreement dated January 25, 2013 entered into between the Recipient and the World Bank, acting as an implementing agency of the GEF.

25. ‘Project Implementing Agency for Hubli-Dharwad’ means Hubli Dharwad BRT Company Limited, established in May 7, 2012, in accordance with the Recipient’s Companies Act (1956), or any successor thereto.”
Mr. Nilaya Mitash

Please confirm the agreement of the Recipient to the amendments set forth above by countersigning and dating the corresponding form of confirmation set forth below, and returning one fully signed original of this amendment letter to us.

Except as specifically amended hereby, all other provisions of the Grant Agreement remain in full force and effect. Upon receipt by the Bank of the copy of this letter of amendment duly countersigned by the authorized representative of the Recipient, the above amendments to the Grant Agreement shall become effective as of the date of countersignature of this letter of amendment.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Michael Haney
Acting Country Director, India
South Asia Region

AGREED:
INDIA

By: ____________________________

Name: __________________________

Title: __________________________

Date: __________________________

12-18-13
cc: Mr. Mukesh Nandan Prasad, Executive Director (India), World Bank
Mr. Manoj Pant, Senior Advisor to Executive Director (India), World Bank
Mr. Sanjeev Kaushik, Director (VI), Department of Economic Affairs, Ministry of Finance, New Delhi
Mr. S. K. Lohia, Officer on Special Duty (UT), Ministry of Urban Development, New Delhi
Mr. I. C. Sharma, Project Manager, Project Management Unit (PMU), SUTP, Ministry of Urban Development, New Delhi
Mr. S. G. Dastidar, Controller of Aid Accounts & Audit, Office of the Controller of Aid Accounts & Audit, New Delhi