#### Final Terms dated 17 June 2014

## International Bank for Reconstruction and Development

Issue of INR 2,000,000,000 6.00 per cent. Notes due 20 December 2016 payable in **United States Dollars** under the

### **Global Debt Issuance Facility**

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "Conditions") set forth in the Prospectus dated 28 May 2008. This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with such Prospectus.

#### **SUMMARY OF THE NOTES**

1 Issuer: International Bank for Reconstruction and Development ("IBRD")

11086 2. (i) Series Number:

> (ii) Tranche Number: 1

Specified Currency or Currencies (Condition

1(d)):

The lawful currency of the Republic of India ("INR") provided that all payments in respect of the Notes will be made in United States

Dollars ("USD")

Aggregate Nominal

Amount:

(i) Series: INR 2,000,000,000 (ii) Tranche: INR 2,000,000,000

(i) Issue Price: 99.930 per cent. of the Aggregate Nominal Amount

(ii) Net Proceeds: INR 1,994,850,000 (equivalent to USD 33,702,483.53 at the

USD/INR exchange rate of 59.19)

**Specified Denominations** 

(Condition 1(b)):

INR 50,000

Issue Date: 20 June 2014 7.

Maturity Date (Condition

6(a)):

20 December 2016

9. Interest Basis (Condition

5):

6.00 per cent. Fixed Rate

(further particulars specified below)

10. Redemption/Payment

Basis (Condition 6):

Redemption at par, payable in USD. (further particulars specified below)

11. Change of Interest or

Not Applicable

Redemption/Payment

Basis:

12. Call/Put Options (Condition 6):

Not Applicable

13. Status of the Notes

(Condition 3)

Unsecured and unsubordinated

## http://www.oblible.com

14. Listing Luxembourg Stock Exchange

**Applicable** 

15. Method of distribution Syndicated

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. Fixed Rate Note

Provisions (Condition

5(a)):

(i) Rate of Interest:

6.00 per cent. per annum payable annually in arrear

(ii) Interest Payment Date:

20 December in each year, commencing 20 December 2014, up to

a

and including the Maturity Date

(iii) Fixed Coupon

Amount:

INR 3,000 per Specified Denomination, payable in USD by applying the following formula:

INR 3,000 divided by the Reference Rate (as defined below)

(iv) Broken Amount:

Initial Broken Amount of INR 1,504.11 per Specified Denomination, payable in USD on 20 December 2014 by applying the following formula:

INR 1,504.11 *divided by* the Reference Rate (as defined below)

(v) Day Count Fraction

Actual/Actual (ICMA)

(vi) Other terms relating to the method of calculating interest for Fixed Rate Notes: "Reference Rate" means in respect of a Rate Fixing Date, the USD/INR spot rate for such date equal to the USD/INR official reference rate expressed as the amount of INR per one USD, for settlement in two Mumbai Business Days, reported by the Reserve Bank of India, which is displayed on the Reuters Page "RBIB", or any successor page, at approximately 12:30 p.m. Mumbai Time on that Rate Fixing Date. If the Reuters Page "RBIB" no longer reports such rate or is no longer available and has not been replaced by any other page or service, the Calculation Agent shall be entitled to obtain such USD/INR official reference rate as reported by the Reserve Bank of India from any other screen or information source that it deems appropriate in good faith and in a commercially reasonable manner.

If the USD/INR official reference rate is not available for any reason on any Rate Fixing Date, then the Reference Rate for such Rate Fixing Date shall be determined by the Calculation Agent by requesting quotations for the mid USD/INR spot foreign exchange rate at or about 1:00 p.m. Mumbai time on the first Business Day following the Rate Fixing Date from five Reference Banks as selected by the Calculation Agent.

If five or four quotations are provided as requested, the Reference Rate will be the arithmetic mean (rounded to the nearest five decimal places, 0.000005 being rounded upwards) of the remaining three or two such quotations, as the case may be, for such rate provided by the Reference Banks, after disregarding the highest such quotation and the lowest such quotation (provided that, if two

or more such quotations are the highest such quotations, then only one of such quotations shall be disregarded, and if one or more such quotations are the lowest quotations, then only one of such lowest quotations will be disregarded).

If only three or two such quotations are provided as requested, the Reference Rate shall be determined as described above except that the highest and lowest quotations will not be disregarded.

If only one or no such quotations are provided as requested, or if the Calculation Agent determines in its sole discretion that no suitable Reference Banks active in the USD/INR currency or foreign exchange markets will provide quotes, the Calculation Agent shall be entitled to calculate the Reference Rate acting in good faith and in a commercially reasonable manner, having taken into account relevant market practice, by reference to such additional sources as it deems appropriate; and in such case the Calculation Agent shall notify the Issuer and the Global Agent as soon as reasonably practicable that the Reference Rate is to be so determined.

"Rate Fixing Date" means the date that is five Business Days prior to each Interest Payment Date, Maturity Date or the date upon which the Notes become due and payable as provided in Condition 9; provided, however, that if such date is an Unscheduled Holiday, the Rate Fixing Date shall be the next following Business Day. In the event that such next following Business Day is also an Unscheduled Holiday, the Calculation Agent shall be entitled to calculate the Reference Rate acting in good faith and in a commercially reasonable manner, having taken into account relevant market practice, by reference to such additional sources as it deems appropriate; and in such case the Calculation Agent shall notify the Issuer and the Global Agent as soon as reasonably practicable that the Reference Rate is to be so determined

"Reference Banks" means major banks active in the USD/INR currency and foreign exchange markets.

"Unscheduled Holiday" means a day that is not a Mumbai Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9.00 a.m. local time in Mumbai, two Mumbai Business Days prior to the relevant Rate Fixing Date.

"Business Day" means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (inlcuding dealings in foreign exchange and foreign currency deposits) in London, New York City and Mumbai.

"Mumbai Business Day" means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Mumbai.

"Calculation Agent" means Citibank N.A., London Branch.

#### PROVISIONS RELATING TO REDEMPTION

of each Note (Condition 6):

17. Final Redemption Amount INR 50,000 per Specified Denomination; provided that the Final Redemption Amount per Specified Denomination will be payable in USD and determined by the Calculation Agent on the Rate Fixing Date immediately preceding the Maturity Date by applying the following formula:

> INR 50,000 divided by the Reference Rate (as defined above)

(Condition 6(c)):

18. Early Redemption Amount The Final Redemption Amount payable in USD as determined in accordance with Term 17 above.

#### **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

19. Form of Notes (Condition 1(a)):

Registered Notes:

Global Registered Certificate available on Issue Date

20. New Global Note: No

21. Financial Center(s) or other special provisions relating to payment dates (Condition 7(h)):

Mumbai, London and New York

22. Governing law (Condition

14)

English

23. Other final terms:

Not Applicable

#### **DISTRIBUTION**

24. (i) If syndicated, names of Managers and

underwriting commitments: HSBC Bank plc INR 1,000,000,000 The Toronto-Dominion Bank INR 1,000,000,000

(ii) Stabilizing Manager(s) (if any):

Not Applicable

25. If non-syndicated, name

of Dealer:

Not Applicable

26. Total commission and concession:

0.1875 per cent. of the Aggregate Nominal Amount

27. Additional selling restrictions:

## The Republic of India

The Notes have not been and will not be registered with the Securities and Exchange Board of India, the Reserve Bank of India or any other regulatory authorities in India. None of the Prospectus,

these Final Terms or any other offering material related to the sale and distribution of the Notes has been or will be used on Indian territory and/or distributed to residents of India.

#### **OPERATIONAL INFORMATION**

28. ISIN Code: XS1078730584

29. Common Code: 107873058

30. Delivery: Delivery against payment

31. Registrar and Transfer

Agent (if any):

Citibank N.A., London Branch

32. Intended to be held in a

manner which would allow Eurosystem

eligibility:

# No

#### **GENERAL INFORMATION**

IBRD's most recent Information Statement was issued on 18 September 2013.

#### LISTING APPLICATION

These Final Terms comprise the final terms required for the admission to the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Stock Exchange's regulated market of the Notes described herein issued pursuant to the Global Debt Issuance Facility of International Bank for Reconstruction and Development.

#### RESPONSIBILITY

IBRD acce	pts res	ponsibilit	y for the	information	contained	in these	Final	Terms.
Signed on	behalf	of IBRD:						

Ву:	
	Name:
	Title:
	Duly authorized