

Final Terms dated 19 November 2014

International Bank for Reconstruction and Development

**Issue of INR 2,500,000,000 5.00 per cent. Notes due 24 May 2017
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

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| 1. Issuer: | International Bank for Reconstruction and Development ("IBRD") |
| 2. (i) Series Number: | 11141 |
| (ii) Tranche Number: | 1 |
| 3. 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 ") |
| 4. Aggregate Nominal Amount: | |
| (i) Series: | INR 2,500,000,000 |
| (ii) Tranche: | INR 2,500,000,000 |
| 5. (i) Issue Price: | 99.915 per cent. of the Aggregate Nominal Amount |
| (ii) Net Proceeds: | INR 2,497,875,000 (equivalent to USD 40,629,066.36 at the USD/INR FX rate of 61.48) |
| 6. Specified Denominations (Condition 1(b)): | INR 50,000 |
| 7. Issue Date: | 24 November 2014 |
| 8. Maturity Date (Condition 6(a)): | 24 May 2017; provided that, if the corresponding Scheduled Valuation Date is postponed due to an Unscheduled Holiday or in the event that a Disruption Event in respect of the Reference Rate applies, the Maturity Date shall be five Business Days after the date on which the Reference Rate is determined (further particulars specified in Term 16 (vi) below) |
| 9. Interest Basis (Condition 5): | 5.00 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 Redemption/Payment Basis: | Not Applicable |
| 12. Call/Put Options (Condition 6): | Not Applicable |
| 13. Status of the Notes (Condition 3) | Unsecured and unsubordinated |

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| 14. Listing | Luxembourg Stock Exchange |
| 15. Method of distribution | Syndicated |

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

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| 16. Fixed Rate Note Provisions (Condition 5(a)): | Applicable |
| (i) Rate of Interest: | 5.00 per cent. per annum payable annually in arrear |
| (ii) Interest Payment Date: | 24 May in each year, commencing 24 May 2015, up to and including the Maturity Date, provided that if the corresponding Scheduled Valuation Date is adjusted for Unscheduled Holidays or in the event that a Disruption Event in respect of the Reference Rate applies, the Interest Payment Date shall be as soon as practicable, but in no event later than five Business Days after the date on which the Reference Rate is determined, and no additional interest will be paid as a result of any such adjustment or postponement (further particulars specified in Term 16 (vi) below). |
| (iii) Fixed Coupon Amount: | INR 2,500 per Specified Denomination, payable in USD by applying the following formula:

INR 2,500 <i>divided by</i> the Reference Rate
(as defined below) |
| (iv) Broken Amount: | Initial Broken Amount of INR 1,239.73 per Specified Denomination, payable in USD on 24 May 2015 by applying the following formula:

INR 1,239.73 <i>divided by</i> 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 Valuation 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 such other page or service as may replace any such page for the purposes of displaying the USD/INR official reference rate), at approximately 1:30 p.m. Mumbai Time on that Valuation Date, subject to the Fall Back Provisions specified below. |

"Valuation 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 (the **"Scheduled Valuation Date"**); *provided, however*, that if such date is an Unscheduled Holiday, the Valuation Date shall be postponed to the next following Business Day. In the event the Scheduled Valuation Date is so postponed due to an Unscheduled Holiday and if the Valuation Date has not occurred on or before the 14th consecutive day after the Scheduled Valuation Date (any such period being a **"Deferral Period"**), then the next day after the Deferral Period that would have been a Mumbai Business Day but for the Unscheduled Holiday shall be deemed to be the Valuation Date.

"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 Valuation Date.

FALLBACK PROVISIONS

"Disruption Event" means that it becomes impossible to obtain the Reference Rate on a Valuation Date.

Applicable Disruption Fallbacks: In the event of a Disruption Event, the Reference Rate shall be determined by the Calculation Agent applying the following Disruption Fallbacks in the order listed below, until the Reference Rate can be determined:

1. Valuation Postponement	
2. Fallback Reference Price	SFEMC INR Indicative Survey Rate (INR02)
3. Fallback Survey Valuation Postponement	
4. Calculation Agent Determination of INR Rate	

"Cumulative Events": Except as provided below under Fallback Survey Valuation Postponement, in no event shall the total number of consecutive calendar days during which either (i) Valuation Date is postponed due to an Unscheduled Holiday, or (ii) a Valuation Postponement shall occur (or any combination of (i) and (ii)), exceed 14 consecutive calendar days in the aggregate. Accordingly, (x) if, upon the lapse of any such 14 calendar day period, an Unscheduled Holiday shall have occurred or be continuing on the day following such period that otherwise would have been a Mumbai Business Day, then such day shall be deemed to be a Valuation Date, and (y) if, upon the lapse of any such 14 calendar day period, a Disruption Event shall have occurred or be continuing on the day following such period on which the Reference Rate otherwise would be determined, then Valuation Postponement shall not apply and the Reference Rate shall be determined in accordance with the next Disruption Fallback.

For the purposes of these provisions:

"Valuation Postponement" means, for purposes of obtaining the Reference Rate, that the Reference Rate will be determined on the Mumbai Business Day first succeeding the day on which the Disruption Event ceases to exist, unless the Disruption Event continues to exist (measured from the date that, but for the occurrence of the Disruption Event, would have been the Valuation Date) for a consecutive number of calendar days equal to the Maximum Days of Postponement. In such event, the Reference Rate will be determined on the next Mumbai Business Day after the Maximum Days of Postponement (which will, subject to the provisions relating to Fallback Survey Valuation Postponement, be deemed to be the

applicable Valuation Date) in accordance with the next applicable Disruption Fallback.

"Fall Back Reference Price" means that if Valuation Postponement fails to produce the Reference Rate, then the Reference Rate for the Valuation Date will be determined by the Calculation Agent by reference to the SFEMC INR Indicative Survey Rate (INR02).

"Maximum Days of Postponement" means 14 calendar days.

"SFEMC INR Indicative Survey Rate (INR02)" means that the Reference Rate for a given Valuation Date will be the USD/INR specified rate for USD, expressed as the amount of INR per one USD, for settlement in two Mumbai Business Days, as published on the web site of the Singapore Foreign Exchange Market Committee, EMTA Inc. ("**SFEMC**") at approximately 3:30 p.m. (Singapore time), or as soon thereafter as practicable, on such date. The USD/INR rate shall be calculated by SFEMC (or a service provider SFEMC may select in its sole discretion) pursuant to the SFEMC INR Indicative Survey Methodology ("**SFEMC INR Indicative Survey**") for the purpose of determining the SFEMC INR Indicative Survey Rate.

"SFEMC INR Indicative Survey" means a methodology, dated as of December 1, 2004, as amended from time to time (last updated as of 28 March 2014), for a centralised industry-wide survey of financial institutions that are active participants in the INR/USD markets for the purpose of determining the SFEMC INR Indicative Survey Rate.

"Fallback Survey Valuation Postponement" means that, in the event that the Fallback Reference Price is not available on or before the 3rd Mumbai Business Day (or day that would have been a Mumbai Business Day but for an Unscheduled Holiday) succeeding the end of either (i) Valuation Postponement for a Disruption Event, (ii) Deferral Period for Unscheduled Holiday, or (iii) Cumulative Events, then the Reference Rate will be determined in accordance with the next applicable Disruption Fallback on such day. For the avoidance of doubt, Cumulative Events, if applicable, does not preclude postponement of valuation in accordance with this provision.

"Calculation Agent Determination of Reference Rate" means that, if Fallback Survey Valuation Postponement fails to produce the Reference Rate, then the Calculation Agent will determine the Reference Rate for the Valuation Date in its sole discretion, acting in good faith and in a commercially reasonable manner.

"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 London, Mumbai, New York City and Singapore.

"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

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| 17. Final Redemption Amount of each Note (Condition 6): | 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 Valuation Date immediately preceding the Maturity Date by applying the following formula:

INR 50,000 <i>divided by</i> the Reference Rate
(as defined above in Term 16(vi)) |
| 18. Early Redemption Amount (Condition 6(c)): | The Final Redemption Amount payable in USD as determined in accordance with Term 17 above (plus accrued interest to, but excluding the date of early redemption). |

GENERAL PROVISIONS APPLICABLE TO THE NOTES

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| 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)): | London, Mumbai, New York and Singapore |
| 22. Governing law (Condition 14) | English |
| 23. Other final terms: | The first sentence of Condition 7(a)(ii) is hereby replaced by the following: "Interest (which for the purpose of this Condition 7(a) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the calendar day before the due date for payment thereof (the "Record Date")". |

DISTRIBUTION

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| 24. (i) If syndicated, names of Managers and underwriting commitments: | Deutsche Bank AG, London INR 1,250,000,000
Branch

The Toronto-Dominion Bank INR 1,250,000,000 |
| (ii) Stabilizing Manager(s) (if any): | Not Applicable |
| 25. If non-syndicated, name of Dealer: | Not Applicable |
| 26. Total commission and concession: | Not Applicable |
| 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

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| 28. ISIN Code: | XS1140668184 |
| 29. Common Code: | 114066818 |
| 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 16 September 2014.

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 accepts responsibility for the information contained in these Final Terms.

Signed on behalf of IBRD:

By:

Name:

Title:

Duly authorized