

**Final Terms dated 4 August 2015**

**International Bank for Reconstruction and Development**

**Issue of INR 2,000,000,000 6.375 per cent. Notes due 7 August 2018  
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")  |
| 2. (i) Series Number:                                 | 11268   |
| (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 2,000,000,000   |
| (ii) Tranche:   | INR 2,000,000,000   |
| 5. (i) Issue Price:                                   | 100.9885 per cent. of the Aggregate Nominal Amount  |
| (ii) Net Proceeds:                                    | INR 1,992,270,000 (equivalent to USD 31,300,392.77 at the USD/INR FX rate of 63.65)   |
| 6. Specified Denominations (Condition 1(b)):          | INR 50,000  |
| 7. Issue Date:  | 7 August 2015   |
| 8. Maturity Date (Condition 6(a)):                    | 7 August 2018; provided that, if the corresponding Rate Fixing Date is postponed due to an Unscheduled Holiday, the Maturity Date shall be five Business Days after the date on which the Reference Rate is determined and no additional interest or amounts will be paid as a result of any such postponement (further particulars specified in Term 16 (viii) below). |
| 9. Interest Basis (Condition 5):                      | 6.375 per cent. Fixed Rate<br>(further particulars specified below)   |
| 10. Redemption/Payment Basis (Condition 6):           | Redemption at par, payable in USD.<br>(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
14. Listing	Luxembourg Stock Exchange
15. Method of distribution	Syndicated

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

16. Fixed Rate Note Provisions (Condition 5(a)):	Applicable
(i) Rate of Interest:	6.375 per cent. per annum payable annually in arrear
(ii) Interest Payment Date(s):	7 August in each year, commencing 7 August 2016, up to and including the Maturity Date, provided that if the corresponding Rate Fixing Date is postponed for Unscheduled Holidays, the Interest Payment Date shall be five Business Days after the date on which the Reference Rate is determined, <i>provided, however</i> , that no additional interest or amounts will be paid as a result of any such postponement and that there will be no adjustment to the corresponding Interest Period Date (further particulars specified in Term 16 (viii) below).
(iii) Interest Period Date(s):	Each Interest Payment Date
(iv) Business Day Convention:	Not Applicable
(v) Fixed Coupon Amount:	INR 3,187.50 per Specified Denomination, payable in USD by applying the following formula:  INR 3,187.50 <i>divided by</i> the Reference Rate (as defined below)
(vi) Broken Amount:	Not Applicable
(vii) Day Count Fraction	Actual/Actual (ICMA)
(viii) Other terms relating to the method of calculating interest for Fixed Rate Notes:	<b>"Business Day"</b> means any day (other than a Saturday or Sunday) 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 and New York City.

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

**"Mumbai Business Day"** means any day (other than a Saturday or Sunday) 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.

**"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 postponed to the next following Business Day. In the event that such next following Business Day is also an Unscheduled Holiday, then such next following Business Day shall be the Rate Fixing Date. If an Unscheduled Holiday occurs between the Rate Fixing Date and the relevant Interest Payment Date, Maturity Date or the date upon which the Notes become due and payable as provided in Condition 9, such Rate Fixing Date shall not be subject to any postponement or adjustment.

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

**"Reference Rate"** means in respect of a Rate Fixing Date, the USD/INR spot exchange rate for such date expressed as the amount of INR per one USD:

- (a) equal to the USD/INR official reference rate 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 or, 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, which has been obtained by the Calculation Agent from any other screen or information source that it deems appropriate in good faith and in a commercially reasonable manner), at approximately 12:30 p.m. Mumbai Time on that Rate Fixing Date; or
- (b) if the USD/INR official reference rate is not available for any reason on any Rate Fixing Date, as 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 such 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.

**"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.

#### PROVISIONS RELATING TO REDEMPTION

- |   |   |
|---|---|
| 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 Rate Fixing Date immediately preceding the Maturity Date by applying the following formula:<br><br>INR 50,000 <i>divided by</i> the Reference Rate<br>(as defined above in Term 16(viii)) |
| 18. Early Redemption Amount (Condition 6(c)):           | As set out in the Conditions  |

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

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|-------------------------------------|--|
| 19. Form of Notes (Condition 1(a)): | Registered Notes:<br><br>Global Registered Certificate available on Issue Date |
| 20. New Global Note:                | No   |

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|---|---|
| 21. Financial Center(s) or other special provisions relating to payment dates (Condition 7(h)): | London, Mumbai and New York   |
| 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 " <b>Record Date</b> ")". |

#### **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:                                   | 1.375 per cent. of the Aggregate Nominal Amount   |                   |
| 27. Additional selling restrictions:                                   | <b>The Republic of India</b><br><br>The Managers have acknowledged that the Notes may not be offered or sold to the public in India and 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:  | XS1268048060                 |
| 29. Common Code:  | 126804806                    |
| 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