

**Schedule 3**

S. No.	Requirement	Term
1.	Class D CCDs	8,02,00,000 Class D Compulsorily Convertible Debentures of face value of 10/- each, having aggregate face value of Rs. 80,20,00,000/- (Rupees Eighty Crores Twenty Lakhs Only) to be issued by the Company at face value in one or more series, in one or more tranches, on preferential allotment basis and in tranches.
2.	Subscriber	Sponsor
3.	Interest	<p>Interest at applicable rate of 20% p.a. on the outstanding Principal Amount of the Class D CCDs shall accrue, be due and be payable by the Company subject to availability of Free Cash Flows after completion of moratorium period of 5 years and shall be payable from the 5<sup>th</sup> anniversary of the first Allotment Date. It is clarified that Interest will not accrue during the Interest Moratorium Period.</p> <p>The Coupon on Class D CCDs shall be payable until the Class D CCDs are converted into Equity Shares.</p> <p>Subject to the above, the Coupon shall be payable on the last day of each fiscal year.</p>
4.	Interest Moratorium Period	5 years from the first Allotment Date for the Class D CCD or such other time period as may be decided by the Class D CCD Holders. It is clarified that in case of availability of Free Cash Flows, on approval of Class D CCD Holders, the Interest Moratorium Period may also be reduced.
5.	Class D CCD Subscription Amount	Upto Rs. 80,20,00,000 (Rupees Eighty Crores Twenty Lakhs Only) based on subscription to the Class D CCDs at face value.
6.	Allotment Date	As mentioned in the respective Offer Letter.
7.	Conversion/ Conversion Date	Convertible to Ordinary Equity Shares evaluated based on fair value of shares at the issuance of the Class D CCDs as per valuation report issued by a reputed valuer, to be converted at the earlier of (i) date of expiry of ten years from the Allotment Date or (ii) proportionate conversion to the conversion/ redemption of the CCDs at the option of the Class D CCD holders or (iii) at any time as directed by the Board of the Company.
8.	Ranking Of Class D CCDs	The Class D CCDs shall rank pari passu inter se without any preference or priority whatsoever.
9.	Decisions	Unless specifically specified otherwise in the Agreement, any approval, consent, action required to be provided or taken by the Class D CCD Holders under this Agreement shall be undertaken after prior approval of Class D CCD Holders representing 51% of outstanding Principal Amount of Class D CCDs at such time.


<p>For Saisrushi (Akkupeta) Projects Pvt. Ltd.</p> <p align="center"><b>COMPANY</b></p>  <p>Director/Authorised Signatory</p>	<p>For SAISRUSHI HOLDING LLP</p> <p align="center"><b>SPONSOR</b></p>  <p>Designated Partner</p> <p>For Saisrushi (Akkupeta) Projects Private Limited</p>	<p align="center"><b>INVESTOR</b></p> 
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10.	Variation of term	Unless specifically specified otherwise in the Agreement and otherwise required under Law, any variation of the terms of the Class D CCDs shall be undertaken after prior approval of Class D CCD Holders representing 51% of outstanding Principal Amount of Class D CCDs at such time. Any change in the term of the Class D CCDs shall be subject to approval of the Board of the Company.
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**Note: Other terms and conditions of the Class D CCDs shall be specified in relevant Offer Letters.**

For Saisrushti (Akkupete) Projects Private Limited  
  
 Director / Authorised Signatory

<p>For Saisrushti (Akkupete) Projects Pvt. Ltd. <b>COMPANY</b></p>  <p>Director/Authorised Signatory</p>	<p>For SAISRUSHTI HOLDING LLP <b>SPONSOR</b></p>  <p>Designated Partner</p>	<p><b>INVESTOR</b></p> 
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