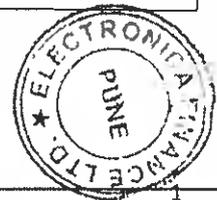




Private & Confidential
October 16, 2017

TERM SHEET

Issuer	Electronica Finance Limited ("Company"/ "Issuer"/ "EFL")
Promoter & Promoter Group	The "promoter" and "promoter group" shall have the meaning as assigned to them respectively in the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009.
Objects & Details of the utilization of the Proceeds	The Issue proceeds will be utilized to meet funding requirements of the Issuer for on-lending purposes.
Rating of Instrument	"Ind A-" from India Ratings.
Eligible Investors	All person(s)/entities eligible to invest in the Debentures, subject the prevalent guidelines.
Type of Instrument	Secured, Rated, Redeemable, Non-Convertible Debentures (NCDs)
Nature of the Instrument	Secured
Mode of Issue	Private placement
Issue Size	Rs. 10.00 crores
Issue Price & Face Value	Rs. 1,00,000/- (Rupees One Lac only) each.
Tenor	30 Months
Final Redemption date	At the end of 30 th month from the deemed date of allotment
Coupon Type	Fixed Rate
Coupon Rate	10.75 % pa payable on Monthly rest
Coupon Payment Frequency	Monthly and on Redemption



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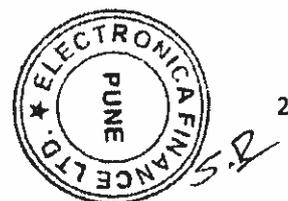
Electronica Finance Limited

Registered Address : 128/A, Kailaschandra, Paud Road, Kothrud
Pune - 411038, Maharashtra (India)
Telephone No. : +91 20 67290700
Toll Free No. : 1800 233 9718 | web : www.efl.co.in
Corporate Identification Number of EFL : U65910PN1990PLC057017

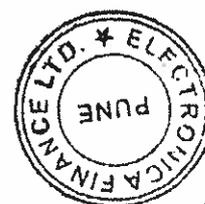


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Coupon Payment dates	on 17 th of every month (subject to Business Day convention) and on redemption
Principal redemption schedule	In Equal quarterly instalments starting from the end of the 3 rd Month from the deemed date of allotment.
Put/Call Option	None
Security	<p>The outstanding NCD amount, together with interest, shall be secured by (to the satisfaction of the NCD holders):</p> <p>Primary Security</p> <ul style="list-style-type: none"> • Exclusive first charge via a deed of hypothecation over specific standard asset portfolio of receivables ("Company's Receivables"). • Prior to the date of allotment under the Issue, Postdated cheques to be issued as security by the Issuer towards all Coupon and instalments of principal payment alongwith 2 undated cheques (specifying the validity of the same until 16th May 2020) for a total amount not exceeding the principal amount of the NCD. The Coupon and Principal repayment to be serviced by way of RTGS to the Investor. • Issuer to provide a list on a monthly basis, of specific loan receivables/identified book debts to the Debenture Trustee over which the charge is created and subsisting by way of hypothecation in favor of the Debenture Trustee (for the benefit of the Debenture holders) ("Monthly Hypothecated Asset Report"). • Revaluation and replacement of security: The Company's Receivables provided as Security shall be current. If a Company's Receivables becomes delinquent over 30 days, such receivable shall be replaced within 15 days. <p>Minimum Security Cover of 1.10 times to be maintained on the outstanding NCD amount of the Debentures at all times during the tenure of the NCDs.</p> <p>Eligibility Criteria for the Company's Receivables</p> <ul style="list-style-type: none"> • Company's Receivables must be standard • Company's Receivables are existing at the time of selection, and have not been terminated or prepaid • Company's Receivables should not have been restructured or rescheduled; • All loans hypothecated under the deed of hypothecation should

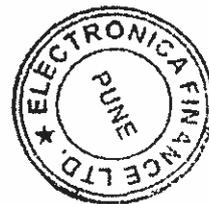


	<p>comply with RBI norms and guidelines.</p> <p>The Company shall promptly and in no event later than 30 (thirty) calendar days from the date on which the value of the assets falls below the Minimum Security Cover, create additional Security Interests over such additional assets and properties of the Company (which are acceptable to the Debenture Trustee (acting on the instructions of the Debenture Holders)) as may be required to maintain the Minimum Security Cover and shall execute such deeds, documents and writings and do such acts and things in this regard as may be required by the Debenture Trustee.</p>
Security Creation/Cover	<p>Execution of the Debenture Trust Deed & the charge creation alongwith perfection within 30 calendar days from the Issue Closure Date</p> <p>In case security cover fall below the required cover, the Issuer to pay 2% per annum additional interest over applicable coupon for the period till the security cover is restored back to the requisite levels.</p>
Financial Covenants	<p>The Issuer shall maintain the below mentioned covenants at all times during the tenor of the NCDs :</p> <ol style="list-style-type: none"> Earnings: After-tax Net Income (Excluding Extra Ordinary Items) to remain positive No Loans exceeding 15 % of Networth to any single party and/or guarantees on behalf of third parties There shall not be any cumulative mismatches in any of the buckets till one year of ALM statement Any other additional covenant as may be mutually agreed and shall form a part of the transaction documents. <p>All covenants would be tested on quarterly basis for the Company i.e. as on 31 March, 30 June, 30 Sept and 31 Dec every year, starting from December 31, 2017 on standalone balance sheet till the redemption of the Debentures. The covenants shall be signed by the authorised signatory of the company and will be submitted within 45 days from the end of each reporting quarter.</p>
Holding Covenant	<p>During the currency of the Debentures the Issuer shall maintain the following covenant:</p> <ul style="list-style-type: none"> Ms. Shilpa Pophale to remain the company's Managing Director and also remain part of the Promoter Group of the company. The Existing Promoter Group to maintain a minimum equity shareholding of 70% on fully diluted basis in the company till the tenor of the NCD. <p>Any Change in the above, the Issuer to seek a prior written consent of the</p>

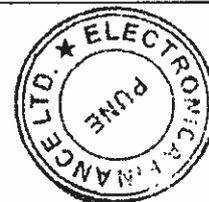


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		debenture holders.
Minimum Credit Rating		<p>Issuer to maintain the below mentioned criteria/s during the tenor of the NCDs:</p> <ol style="list-style-type: none"> 1. Credit Rating of the Issuer from India Ratings credit rating agency to remain at minimum of "A-". 2. No Withdrawal / Suspension of long term rating of the instrument. <p><i>In case of the breach of the above mentioned criteria, the Debenture Holders shall have the option to require the Company to redeem the Debentures along with accrued interest ("Optional Accelerated Redemption") within 30 days from the date of such an occurrence.</i></p> <p>The occurrence of events above will be determined by the Debenture Holders solely and at its discretion. Upon the exercise of the 'Optional Accelerated Redemption' option by the Debenture Holders, the Debenture Trustee shall issue a notice to the Company for redemption of all amounts outstanding in relation to the Debentures (including any unpaid principal, accrued but unpaid Coupon, Default Interest (if applicable)) as on the date of exercise of the 'Optional Accelerated Redemption' Option ("Optional Accelerated Redemption Date").</p> <p>The Company shall be required to make payment of the aggregate amounts outstanding in relation to the Debentures, including any unpaid Principal Amount, accrued but unpaid Coupon, Default Interest (if applicable) and liquidated damages (if applicable) within 30 business days of the Optional Accelerated Redemption Notice.</p>
Step Up Coupon Rate		In the event of the Credit rating of the Issuer is downgraded below "A-" by India ratings, the Coupon Rate for the balance period would increase 0.50% p.a. for each notch downgrade in rating and the same will be with effect from the rating downgrade date.
Day Count Basis		Actual / Actual
Interest on Application Money		At the initial Coupon rate (subject to deduction of tax at source, as applicable) from the date of realization of cheque (s)/ demand draft(s)/ RTGS up to one day prior to the Deemed Date of Allotment. Where pay-in Date and Deemed date of Allotment are the same, no interest on Application money is to be paid.
Listing		The debentures shall be Listed on the WDM segment of BSE
Representations and		As mentioned in the caption titled "Representations And Warranties Of

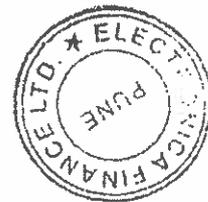


Warranties of the Issuer	The Issuer" in the Shelf Disclosure document or any other transaction document/s to the Issue. The Representations and Warranties shall be continuous in nature and shall be deemed to occur on every day till redemption of the Debentures.
Minimum Application size and in multiples Debt Security thereafter	The minimum application size for the Issue shall be 100 Debentures and in multiples of 1 Debenture thereafter.
Issuance mode of the Instrument	Demat only
Trading mode of the Instrument	Demat only
Settlement mode of the Instrument	RTGS/ Any other electronic mode
Depositories	NSDL/CDSL
Business Day	Any being a day excluding Saturdays, Sundays or public holiday in Mumbai and Pune.
Business Day Convention	<p>If any Coupon Payment Date or the due date for the performance of any event falls on a day that is not a Business Day, the payment shall be made on the immediately succeeding Business Day. The interest for such additional period shall be adjusted and paid in the next coupon cycle. Hence the subsequent coupon payment period remains intact.</p> <p>If the Redemption Date/Maturity Date (also being the last Coupon Payment Date) of the Debentures falls on a day that is not a Business Day, the redemption proceeds shall be paid on the immediately preceding Business Day, along with coupon/interest accrued on the Debentures until but excluding the date of such payment.</p>
Record Date	The date which will be used for determining the Debenture Holder(s) who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 7 (Seven) calendar days prior to any Due Date.
Transaction Documents	<ul style="list-style-type: none"> i. Debenture Trustee Agreement, which confirms the appointment of a SEBI Registered Debenture Trustee by the Issuer as the Debenture Trustee ("Debenture Trustee Agreement"); ii. Board Resolution dated October 16,2017 authorizing issue of Debentures iii. Shareholder Resolution dated March 27,2017 authorizing the issue of Non-convertible debentures by the Company upon such terms as the Board may think fit, upto an aggregate limit up to Rs.150 crores at any time. iv. Shareholder Resolution dated July 28th, 2014 the borrowing by the Company and the creation of security upon such terms as the Board



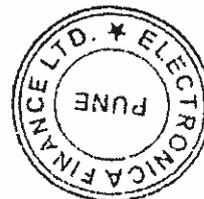
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	<p>may think fit, upto an aggregate limit up to Rs. 1000 crores at any time</p> <ul style="list-style-type: none"> v. Valid Credit Rating Letter & Rationale vi. Trustee Consent Letter vii. Debenture Trust Deed, viii. Deed of Hypothecation ix. Shelf Disclosure Document x. PAS-4 xi. Undertaking from the Issuer mentioning all the borrowing facilities of the Company are standard in nature. <p>Such other documents as agreed between the Issuer and the Debenture Trustee.</p>
Conditions Precedent to Disbursement	<ol style="list-style-type: none"> 1. Execution of Shelf Disclosure Document 2. Valid Credit Rating Letter & Rationale 3. Trustee Consent Letter 4. Resolution of the Company's Board authorizing this Issue 5. Resolution of the Company's board of directors authorizing the issuance of debentures 6. Resolution of the shareholders of the Company under 180(1)(c) of the Act 7. Resolution of the shareholders of the Company under Section 42 of the Act 8. Execution of the Debenture Trustee Agreement 9. Undertaking from the Issuer mentioning all the borrowing facilities of the Company are standard in nature. 10. Finalization of the executable version of the Debenture Trust Deed 11. Finalization of the executable version of the Deed of Hypothecation 12. Post Dated Cheques towards all Interest and Principal alongwith 2 undated cheques (specifying the validity of the same until 16th May 2020) for a total amount not exceeding the principal amount of the facility
Conditions Subsequent to Disbursement	<p>The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, pursuant to the respective Deemed Date of Allotment(s):</p> <ol style="list-style-type: none"> 1. the Company shall ensure that the Debentures are credited into the demat account(s) of the Debenture Holders within 2 (two) Business Days from the Deemed Date of Allotment of the respective Series; 2. the Company shall, inter alia, file a copy of Form PAS-4 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the Debentures with the ROC and SEBI with the prescribed fee within 30 (thirty) days from the date of the Private Placement Offer Letter and file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 30 (thirty) days of the allotment of Debentures along with a list of the



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	<p>Debenture Holders and with the prescribed fee or such other time as prescribed by law whichever is earlier; and</p> <ol style="list-style-type: none"> 3. the Company shall file a copy of Form PAS-5 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 in respect of the issue of the relevant series of Debentures along with a copy of the Private Placement Offer Letter with ROC and SEBI within 30 (thirty) days from the date of the Private Placement Offer Letter or such other time as prescribed by law whichever is earlier; 4. Execution of Debenture Trust Deed within agreed timelines 5. Execution of Deed of Hypothecation within agreed timelines 6. Execution of any other documents as customary for transaction of a similar nature and size.
Right to Re-purchase and Re-issue the Debenture	<p>The Company, subject to the prevailing guidelines, rules/regulations of Reserve Bank of India, the Securities and Exchange Board of India and other Authorities, shall have the option from time to time to repurchase a part or all of the Debentures from the secondary markets or otherwise, on prior mutual consent(s) from the debenture holder(s), at any time prior to the date of maturity.</p>
Default Interest Rate/Additional Interest Rate / Penal Charges	<p>Without prejudice to any other rights and remedies available to the Debenture Trustee pursuant to the terms of Transaction Documents:</p> <ol style="list-style-type: none"> a) If, at any time, a Payment Default occurs, the Company agrees to pay additional interest at the rate of 4% (Four Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the relevant series of Debentures (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such a Payment Default until such Payment Default is cured or the Debentures are fully redeemed. b) If the Company fails to execute the Debenture Trust Deed & Deed Of Hypothecation on or before the expiry of 30 days from the respective Issue Closure Date, then the Company shall, at the option of the Debenture Holders, either (i) return the subscription amount with the agreed coupon rate of interest or (ii) pay additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the NCDs (including the Outstanding Principal Amounts and any accrued interest) from the Issue Closure Date until such time the deed is executed and the conditions prescribed by Debenture Holders (if any) have been complied with. c) If, at any time, a breach of any terms, covenant, obligation, representation or warranty of the Issuer and any other obligations



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	<p>of the Issuer under the Transaction Documents, the Issuer agrees to pay additional coupon at the rate of 2% (Two Percent) per annum over and above the applicable Coupon Rate on all amounts outstanding under the relevant series of Debentures (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such a breach, until the Debentures are fully redeemed or till the covenants criteria has been replenished.</p>
<p>Affirmative Covenants</p>	<ol style="list-style-type: none"> 1. To utilise the proceeds of this issue in accordance with applicable laws and regulations 2. To comply with corporate governance, fair practices code prescribed by the RBI 3. Notification of any potential Event of Default or Event of Default 4. Obtain, comply with and maintain all licenses/authorizations 5. Provide details of any material litigation, arbitration or administrative proceedings (materiality threshold to be finalized during documentation) 6. Maintain internal control for the purpose of i) preventing fraud on monies lent by the company; and ii) preventing money being used for money laundering or illegal purposes 7. Permit visits and inspection of books of records, documents and accounts to debenture holders as and when required by them 8. Comply with any monitoring and/so servicing requests from Debenture Holders.
<p>Negative Covenants</p>	<p>The Issuer shall not undertake to do any of the following:</p> <ol style="list-style-type: none"> 1. M&A, acquisition, restructuring, amalgamation without prior written consent to Debenture Holders over and above 30% of the Networth of the Issuer in a financial year. However, the Issuer shall keep the investor informed upon undertaking any M&A, Acquisition, restructuring, amalgamation. 2. The Issuer shall not, without the written consent to Debenture Holders, enter into any transaction of merger, de-merger, consolidation, re-organization, scheme of arrangement or compromise with its creditors or shareholders or effect any scheme of amalgamation or reconstruction; provided however that this restriction shall not apply in the event that the compliance with this restriction would result in the Issuer defaulting in relation to any of its payment obligations in relation to the Debentures. 3. The issuer will not reduce its share capital without the Debenture Holders' prior written consent 4. Issuer shall not amend or modify clauses in its Memorandum of Association and Article of Association, where such amendment would have a Material Adverse Effect, without prior consent of the



	<p>Debenture Trustee</p> <ol style="list-style-type: none"> 5. Issuer shall not change its financial year-end from 31st March (or such other date as may be approved by Debenture Holders) without prior consent of the Debenture Trustee. This consent would not be required if the change is regulatory or statutorily mandated. 6. Any sale of assets/business/division that has the effect of exiting the business or re-structuring of the existing business, to be with prior written consent to the debenture holder 7. No dividend, if an Event of Default has occurred and is subsisting 8. Not undertake any new major new business outside financial services or any diversification of its business outside financial services, without prior consent to NCD holders
Reporting Covenants	<ol style="list-style-type: none"> 1) Quarterly Reports – within 45 (Forty Five) calendar days from the end of the each financial quarter <ol style="list-style-type: none"> a. Information on financials, operations, portfolio growth and asset quality (collection efficiency and portfolio at risk data), funding data, in formats acceptable to the Debenture Holder b. Details & Terms of other borrowings, including NCDs availed by the Issuer in the relevant quarter c. List of NCD & other Capital market instrument holders d. List of Board of Directors e. Shareholding Pattern f. Financial covenant compliance certificate signed by Director or the Chief Financial Officer or Authorised Signatory g. Copy of returns filed with RBI and SEBI(as applicable) h. Information on: <ol style="list-style-type: none"> i. Material changes to IT/MIS system ii. Change in credit bureaus used iii. Revision in Business Plan iv. Changes in accounting policy v. Any fraud amounting to more than 1% of Gross Loan Portfolio 2) Annual Reports – within 120 (One Hundred and Twenty) calendar days from the end of each financial year <ol style="list-style-type: none"> a) Audited financial statements b) A certificate from a Director/Chief Financial Officer confirming that there is no Potential Default or Event of Default; and c) Copy of all annual information submitted to the RBI 3) Event Based Reports – <ol style="list-style-type: none"> a) within 15 (Fifteen) Business days of the event occurring <ol style="list-style-type: none"> i. Change in Shareholding Structure ii. Any Exit in the senior management officials (any CEO or equivalent)



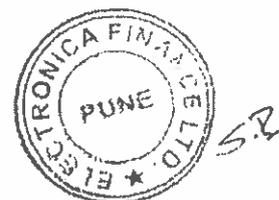
	<ul style="list-style-type: none"> iii. Change in the constitutional documents of the Company <p>b) Within 2 (two) Business days of the event occurring</p> <ul style="list-style-type: none"> i. Material Adverse effect ii. Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect iii. Winding up proceedings iv. Any Event of Default or Potential Default
Material Adverse Effect definition	<p>“Material Adverse Effect” means in relation to any entity, the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could reasonably be expected to cause a material and adverse effect on (i) the financial condition, business or operation of the entity which in the opinion of the Debenture Trustee is prejudicial to the ability of the entity to perform its obligations under the Transaction Documents; (ii) the ability of the entity to perform its obligations under the Transaction Documents; or (iii) the legality, validity or enforceability of any of the Transaction Documents.</p>
Events of Default	<p>Each of the following shall constitute an Event of Default with respect to the Debentures and shall be set out in the Transaction Documents:</p> <ul style="list-style-type: none"> (i) The Issuer does not pay on the Due Date(s) any amount payable pursuant to the Trust Deed of the NCDs (whether at scheduled maturity, by acceleration, as a result of Debenture Holders exercising the Optional Accelerated Redemption or otherwise) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 1 (one) working day of its due date; (ii) Except for point (i), The breach of any terms, covenant, obligation, representation or warranty of the Issuer and any other obligations of the Issuer under the Transaction Documents including maintenance of Security Cover and such breach has continued for a period of 30 (Thirty) calendar days (iii) The Issuer fails to create charge alongwith perfection over security & execute the Debenture Trust Deed within 30 calendar days from the issue closure date. (iv) The Issuer admits in writing its inability to pay its debts as they fall due or suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with one or more creditors with a view to rescheduling its indebtedness; (v) Any representation or warranty made by the Issuer in any Transaction Document or in any certificate, financial statement or other document delivered to the Debenture Trustee / Debenture Holders by the Issuer shall prove to have been incorrect, false or misleading in any material respect when made or deemed made.



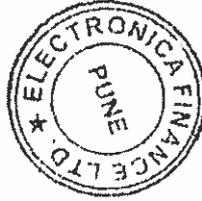
	<p>(vi) There shall have occurred Material Adverse Effect and such Material Adverse Effect has not been remedied or rectified within a period of 30 (Thirty) calendar days.</p> <p>(vii) Any corporate action, legal proceedings or other procedure or step is taken in relation:</p> <p>(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;</p> <p>(b) composition, compromise, assignment or arrangement with any creditor of the Company;</p> <p>(c) the appointment of a liquidator, receiver or similar other officer in respect of the Issuer, a composition, compromise, assignment or arrangement with any creditor of the Issuer,</p> <p>(d) enforcement of any security over any assets of the Issuer or any analogous procedure or step is taken in any jurisdiction</p> <p>(e) any other event occurs or proceeding is instituted that under any applicable law would have an effect analogous to any of the events listed in clauses (a), (b), (c) and (d) above.</p> <p>(viii) The Shelf Disclosure Document or any other Transaction Document in whole or in part, becomes invalid or ceases to be a legally valid, binding and enforceable obligation of the Issuer.</p> <p>(ix) It is or becomes unlawful for the Issuer to perform any of its obligations under the Transaction Documents and/or any obligation or obligations of the Issuer under any Transaction Document are not or cease to be valid, binding or enforceable.</p> <p>(x) The Issuer repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.</p> <p>(xi) Any of the Transaction Documents failing to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests failing to have the priority contemplated under the Transaction Documents, or the security interests becoming unlawful, invalid or unenforceable.</p> <p>(xii) Any Governmental Authority condemns, nationalizes, seizes, expropriates or otherwise assumes custody or control of all or any substantial part of the business, operations, property or other assets (including assets forming part of the Security) of the Company or of its share capital, or takes any action for the dissolution of the Company or any action that would prevent the Company or its officers from carrying on all or a substantial part of its business or operations.</p> <p>(xiii) The Issuer's organizational status or any licenses or franchise is</p>
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	<p>revoked or suspended by any government agency or authority after the Issuer has exhausted all remedies and appeals relating thereof</p> <p>(xiv) The Company ceases to carry on its business or any substantial part thereof or gives notice of its intention to do so.</p> <p>(xv) Withdrawal / Suspension of the current long term rating of the instrument.</p> <p>(xvi) Cross default: An event of default shall arise if the Issuer:</p> <ol style="list-style-type: none"> 1) defaults in any payment of Financial Indebtedness beyond the period of grace if any, provided in the instrument or agreement under which such Indebtedness was created; or 2) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (with the giving of notice or the passage of time or both would permit or cause) any such Indebtedness to become due prior to its stated maturity; or 3) due to any default or an event of default, any Financial Indebtedness of the Issuer is declared to be due and payable, or would permit to be prepaid other than by a regularly scheduled required prepayment, (whether or not such right shall have been waived) prior to the stated maturity thereof.
Consequences Of Events Of Default	<p>On and at any time after the occurrence of an Event of Default, unless such Event of Default at the request of the Company is expressly waived by the Debenture Trustee acting on the instructions of the Debenture Holder(s):</p> <ol style="list-style-type: none"> i. declare that all or part of the obligations be immediately due and payable, whereupon they shall become immediately due and payable; ii. accelerate the redemption of the NCDs; iii. Encashment of the PDCs ; iv. Enforce specific security hypothecated in favour of debenture trustee in such a manner as the Debenture Holders may deem fit; v. Exercise any other right that the Debenture Trustee and / or Debenture Holder(s) may have under the Transaction Documents or under Indian law.
Role and Responsibilities of Debenture Trustee	To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s).
Governing Law	The Debentures and documentation will be governed by and construed in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the courts in Mumbai and as more particularly provided for in the Debenture Trust Deed.



Debenture Trustee	Catalyst Trusteeship Limited
Issue Timing	
Issue Opening Date	October 16, 2017
Issue Closing Date	October 17, 2017 or receipt of application money whichever is earlier
Issue Deemed Date of Allotment	October 17, 2017



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