

IN THE MATTER OF CORPORATE INSOLVENCY RESOLUTION PROCESS OF VASAN HEALTH CARE PRIVATE LIMITED
CIN : U85110TN2007PTC064072
Date of commencement of CIRP: 03rd October 2019

LIST OF CREDITORS
Summary as on 31st December 2022

Filing under clause (ca) of sub-regulation (2) of regulation 13 the IBB (Insolvency Resolution Process for Corporate Persons) Regulations, 2021

List of secured financial creditors (other than financial creditors belonging to any class of creditors)
Annexure - 3

Sl NO	Name of the Creditor	Details of Claim Received		Details of Claim Admitted				Amount of Contingent Claim	Amount of any mutual dues, that may be set-off	Amount of claim not admitted	Amount of claim under verification	Remarks, if any	
		Date of Receipt	Amount claimed	Amount of Claim admitted	Nature of Claim	Amount Covered by Security Interest	Amount Covered by guarantee						Whether Related Party?
1	Edelweiss Asset Reconstruction Company Limited	Not Available*	507,88,68,502	507,88,68,502	Financial Debt	452,91,32,709	-	No	37.10	No	-	0	-
2	Union Bank of India (Merged voting share of erstwhile Andhra Bank & Corporation Bank)	Not Available*	348,63,25,170	328,54,30,170	Financial Debt	328,63,25,170	-	No	24.01	No	-	20,08,95,000	-
3	Kotak Mahindra Bank	Not Available*	120,13,61,158	120,13,61,158	Financial Debt	120,13,61,158	-	No	8.78	No	-	-	-
4	Bank of Maharashtra	Not Available*	98,23,65,011	98,11,65,011	Financial Debt	98,11,65,011	-	No	7.17	No	-	12,00,000	-
5	HDFC Bank Limited	Not Available*	86,32,45,437	86,32,45,437	Financial Debt	86,32,45,437	-	No	6.31	No	-	-	-
6	Clix Finance India Private Limited (E - GE Captial Services India)	Not Available*	64,64,89,341	64,64,89,341	Financial Debt	64,64,89,341	-	No	4.72	No	-	-	-
7	TATA Capital Financial Services Limited	Not Available*	64,38,23,451	64,38,23,451	Financial Debt	64,38,23,451	-	No	4.70	No	-	-	-
8	India Infoline Finance Limited	Not Available*	17,15,53,200	15,29,00,000	Financial Debt	10,00,00,000	-	No	1.12	No	-	1,86,53,200	-
9	IDBI Bank Limited	Not Available*	37,23,83,845	37,23,83,845	Financial Debt	14,42,74,162	-	No	2.72	No	-	39,00,000	-
10	Aditya Birla Finance Limited	Not Available*	8,69,67,528	8,69,67,528	Financial Debt	8,69,67,528	-	No	0.64	No	-	-	-
11	Siemens Financial Services Private Limited	Not Available*	20,75,14,711	20,75,14,711	Financial Debt	69,38,970	-	No	0.05	No	-	-	-
12	Kotak Mahindra Prime Limited	07-04-2022	32,09,689	-	Financial Debt	-	-	No	-	No	-	32,09,689	Note 1
TOTAL			1374,80,07,043	1352,01,49,154		1248,97,22,937			97.32			22,78,57,889	

*Date of receipt not shared by IRP to RP

Note 1: Nature of claim has been updated as per the claim form submitted by the claimant

IN THE MATTER OF CORPORATE INSOLVENCY RESOLUTION PROCESS OF VASAN HEALTHCARE PRIVATE LIMITED
(CIN: U85110TN2007PTC064072)
(Date of Commencement of CIRP: 03rd October 2019)

Security Interest Notes - Details captured as per the claim forms submitted by the respective claimants

1	<p align="center">Edelweiss Asset Reconstruction Company Limited</p> <p>FOR DEBT-I: (i) All present and future of the movable properties of the Corporate Debtor including without limitation its movable plant and machinery, furniture and fittings, equipment, computers hardware's, computer software, machinery spares, tools and accessories and other movables, both whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter time to time during the continuance of the security of these presents be brought into or upon or be stored or be in or about all the Borrower's premises, warehouses, stockyards, and godowns or those of the Borrower's agents, affiliates, associates or representatives or at various worksites or at any up country place or places or wherever else the same may be or be held by any party. Valuation on the basis of fixed asset register as on 31st March 2015, the net book value is Rs.2,76,97,13,105/- (ii) All present and future book debts, outstanding money receivable, Claim and bills which are now due and owing or which may at any time during the continuance of this security becoming due and owing to the Corporate debtor in the course of its business by any person, firm, company, or body corporate or by the Government department or office or any Municipal or Local of Public or Semi Government body or authority or anybody Corporate or undertaking or project whatever in the public sector.</p> <p>All present and future stock in trade consisting of raw material, finished goods, goods in process of manufacturing and other merchandise whatsoever, being movable properties, now or at any time after this deed: 1) Belonging to the Borrower 2) At the Borrower's disposal 3) Stored or be stored or brought in to upon or in course of transit to the Borrower's factory of premises.</p> <p>FOR DEBT-II: Deed of Hypothecation: 1. Deed of Hypothecation dated 20.01.2015 executed by the Corporate Debtor through its Director- Dr. A.M. Arun in favour of the Assignor for securing the repayment of the Loan of Rs. 50 Crore (rupees Fifty Crore Only) thereby hypothecating by way of First charge all of all the movable including movable machinery, equipment's, machinery spares, tools, and accessories, present and future as more particularly detailed. The whole of the movable properties of the Corporate Debtor including its movable machinery, equipment's, machinery spares, tools and accessories and movables, both present and future whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter time during the continuance of the security of these presents be brought into or upon or be stored or be in or about all the Borrowers Company offices, premises, factories and godowns or wherever else the same may be or be held by any party to the order or disposition of the borrower or in the possession, transit or on high seas or an order, or delivery, howsoever and wheresoever in the possession of Borrower and either by way of substitution or addition.</p>
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	<p>Guarantees:</p> <ol style="list-style-type: none"> 1. Guarantee Agreement executed by Dr. A.M. Arun in favour of the Assignor for loan facility of Rs. 50,00,00,000/- 2. Guarantee Agreement executed by Mrs. Meera Arun in favour of the Assignor for loan facility of Rs. 50,00,00,000/- 3. Guarantee Agreement executed by Dr. A.M. Arun in favour of the Assignor for loan facility of Rs. 55,00,00,000/- 4. Guarantee Agreement executed by Mrs. Meera Arun in favour of the Assignor for loan facility of Rs. 55,00,00,000/- <p>Pledges of Shares:</p> <ol style="list-style-type: none"> 1. Dr. A.M. Arun pledged 17,87,911 shares of Vasan Health Care Pvt. Ltd 2. Dr. A.M. Arun pledged 1,70,00,000 COPS of Vasan Health Care Pvt. Ltd 3. Dr. A.M. Arun pledged 30,16,800 shares of Vasan Medical Center (India) Limited.
2	Union Bank of India [Merged voting share of erstwhile Andhra Bank & Corporation Bank]
2(a)	Erstwhile Andhra Bank Exclusive Charge an assets created out of Term loan at various 37 Proposed Locations of Eye care Hospitals allocated to our Bank. Security Details: As per the Certificate dated 03.05.2014 of M/s Sethuraman & Srivatsan Chartered Accountants, The Company has spent Rs.169.13 Crores on setting of 37 New Vasan Eye care Hospitals. This Certificate is issued by the Company for the Period from 01.04.2013 to 02.05.2014, Bank's statements and copies of Bills and vouchers for the said period produced before them for their verification.
2(b)	Erstwhile Corporation Bank <ol style="list-style-type: none"> 1] Primary Security- Pari Passu Charge on inventory cum receivables and all current assets of the company along with HDFC Bank. 2] Collateral Security- 1] Vacant Land in New T.S.No 30,31,46/1 (part) 47 (Old T.S.No 553,554,566& 567), Opp Neuro One Hospital, Near Royal City Apartment , Karur Bypass Road, V.N. Nagar, Mela-Chinthamani, Tiruchirappalli- 620002 belonging to Mrs. A. Meera Arun, Total Extent of the Land is 88427 sqft. 2] Residential property Vacant land in New T.S. No.8 and 10/5 (Plot no.3-Part), Block No. 19, New Ward "B", Near AKKV School, Manoranjitham Salai, Annamalai Nagar, Tiruchirappalli -620003, belonging to DR. A.M.Arun, Total Extent of the land is 55720.50 sq.ft. 3] Commercial property of Three storied building, GF-2570 sq ft., FF-2720 sq ft & SF-679 sqft, in a plot of admeasuring 3418 sq. ft. with D.No.1E, Vasan Medical Centre, EVR Road, Old No.2187/2, New No 3, Ward No. Old 2/15, New E/12, New Puthur Road, Worayur Sub Registrar Office, Tiruchirappalli 620017 owned by Dr. A.M.Arun and Mrs. A.Meera Arun. 4] Vacant plot of Land Measuring 2700 sq ft at Plot No 19/A1, T.S.No.65(P) Ward-D 7,Block-18, Near Lakshmi Arcade Complex, Opp. Indian Overseas Bank, Thillai Nagar Main Road, (11th Cross), Tiruchirappalli 620018, jointly owned by Dr. A.M.Arun and Mrs. Meera Arun. [The said property is sold under E-auction, however successful bidder has remitted only 25% of bidding amount and the balance amount is yet to receive.] 5] Residential Property situated at Door No C-104, T.S.No. -84, Opp. Kotak Mahindra Bank, Ward/Block-D/28, Shastri Road, Thillai Nagar, Tiruchirappalli 620018 jointly owned by Dr.A.M.Arun & Mrs.A.M.Rajeswari, Extent of land 3767 sq.ft., with building GF-1457 sq.ft & FF-1377 sq.ft. 6] Vacant land of Tqtal extent 16160 sq ft at S.No.28/30, Old Door no.: D/5, New Door no. 32, T.S.No.20, KesavaNagr, Opp. Anna Stadium, Race course Road, Tiruchirappalli 620020 jointly owned by Dr. A.M.Arun & Mrs.Meera Arun. [The said property is sold under E-auction, however successful bidder has remitted only 25% of bidding amount and the balance amount is yet to receive]. 7] Three storied commercial building in GF of 995.50 sq ft, FF- 995.50 sq ft. and second floor measuring 360.25 sq ft, total extend of the land 973.50 sq ft at T.S.no.22, Door no. 60/872, 1st Agraharam St, Salem 636001 in the name of Mr.V.Dwarakanathan. 8] Property vacant Land Admeasuring 7487 sq ft in T.S.No.791, and 792, with site No.1A, 2A part "O" Block, Door no.313,314 & 315, Ward No.13, Diwan Bahadur Road, Sreenivasaragavan Street, R.S. Puram, Coimbatore 641002 in the name of DR.A.M.Arun. 9] Property Vacant Land Measuring 1.51 acres with T.S.No 24/2 (eastern half) Kolapakkam Village, Dharmarajapuram Bus Stop, (near Perumal Koli), Chennai 600048 in the name of Mr.V.Dwarakanathan, Mrs. D.Nirmala, Mrs. Meera & Mrs. D.Beena.
3	Kotak Mahindra Bank The debentures issued by the Corporate Debtor are Secured, Unlisted, Redeemable, Non-Convertible debentures and the same is stated in the Information Memorandum
4	Bank of Maharashtra Fixed Asset 14.25 crores
5	HDFC Bank Limited <p>PRIMARY: Pari passu charge on current assets of the company valued at Rs.257.71 crs.as on 31.03.2015.</p> <p>SECONDARY: (Valuation dated 15.09.2016).</p> <ol style="list-style-type: none"> 1] Commercial vacant land located at address TS No.7 Manoranjitham Salai extn, Annamalai Nagar, Trichy in the name of Arun valued at Rs.6.15 Crores 2] Commercial vacant land located at address TS No.4 & 6 Manoranjitham Salai extn, Trichy, in the name of Meera Arun valued at Rs.19.03 crores. 3] Commercial vacant land at TS No.14 Konakarai Road, Dharmalavarabayan Village, Trichy in the name of Meera Arun measuring 92347 sqft valued at Rs.18.10 cr. Total value Rs.43.28 crs. 4] Exclusive charge on credit card receivables of the company. 5] Vehicles hypothecated to the bank. 6] Personal guarantees of Dr. A.M Arun and Mrs. Meera Arun.
6	Olx Finance India Private Limited (E - GE Capital Services India) Detailed list attached as Annexure-G Annexure- G was not received by us from the IRP.
7	Tata Capital Financial Services Limited Agreement of Hypothecation of Movable Assets Dated 07.05.2011 To Secured Term Loan/ Short Term Loan In Favour Indusind Bank. Deed of Hypothecation Dated 30.10.2011 Executed By The Corporate In Favour Of Tata Capital Limited
8	IDBI Bank Limited <p>Primary Security</p> <p>RTL-I (i) First charge on the movable Fixed Assets of the 9 new locations of the company proposed to be funded by the IDBI</p> <p>RTL-II (i) The rent receivable payable by the VHCPL under rental documents together with the collaterals shall be assigned in the favour of IDBI Bank in such form and manner acceptable to IDBI (Specific Equipment to Be Located At 17 New Eye Care Clinics / Hospitals situated at various locations proposed to be set by VHCPL).</p>

Collateral Security

RTL -I

- (i) Exclusive charges on the receivables of the 9 new branches funded by the IDBI.
- (ii) Extension of First charge on the receivables of the 19 specific locations already funded by the IDBI (By way of Buyout from indusind Bank).
- (iii) Extension of First charge on EM of Land and Building situated at Alwarpet. (Available for existing TL of IDBI)

RTL -II

- 1) Assignment to IDBI Bank for Personal Guarantee provided by the Promoter of VHPL Dr. A.M. Arun and Smt Meera Arun in favour of RIPL
- 2) Assignment to IDBI Bank of RIPL rights in Insurance policies. Indemnity under & pursuant to the rental document and
- 3) Exclusive charge by way of Hypothecation of equipment for securing the performance of RIPL's obligation as servicing agent.

Third Party Guarantee

RTL -I

- (i) Personal Guarantee of the Promoters, which is, Dr.A.M.Arun and Smt. Meera Arun.

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Aditya Birla Finance Limited

Personal deed of guarantee dated 05.09.2012 and mortgage of Immovable Properties belonging to promoter of the company

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Siemens Financial Services Private Limited

As per Exhibit AA.