



ANNOUNCEMENT DATED 24-08-2020
FOR THE KIND ATTENTION OF ALL THE STAKEHOLDERS

FORM – G [CORRIGENDUM]

Please refer to our advertisement dated 25-07-2020 in the matter of **INVITATION FOR EXPRESSION OF INTEREST [“EoI”] IN FORM-G FOR THE CORPORATE DEBTOR, M/S. VASAN HEALTH CARE PRIVATE LIMITED** published in the Economic Times (All India edition) in English and in Dinamani (Tamil Nadu & Pondicherry Edition) in Vernacular Language.

In this regard, kindly note that a “**CORRIGENDUM**” has been published today, i.e., 24.08.2020, in the same News Papers as mentioned above. It is hereby informed that the last date for Submission of EoI as specified in the main advertisement **stands extended up to 05.00 P.M (IST) on 15-09-2020** and the consequential timelines shall also stand extended accordingly.

The “***Revised FORM – G***” is available under “**NEWS & EVENTS**” for the information of all the Stakeholders. Also, kindly note that the, “****Detailed Invitation for Submission of EoI***” is annexed to this Announcement.

**In the Detailed Invitation for submission of EoI the date 24-08-2020 may please be read as 15-09-2020 and the timelines produced in FORM – G from Page No. 11 to 14 as per the Table of Contents may please be read together with the Revised FORM – G and the corrigendum*

V.MAHESH
IRP OF VASAN HEALTH CARE PVT. LTD
IBBI/IPA-002/IP-N00307/2017-18/10865

VASAN HEALTH CARE PRIVATE LIMITED



The World's Largest Eye Care Network

Lasik, Cataract, Diabetic and
Paediatric eye care treatments to put
A SPARKLE IN EVERY EYE



**DETAILED INVITATION FOR SUBMISSION OF EXPRESSION OF
INTEREST FOR THE CORPORATE DEBTOR, M/S. VASAN HEALTH
CARE PRIVATE LIMITED [VHCPL] ISSUED BY THE INTERIM
RESOLUTION PROFESSIONAL, MR. V. MAHESH, PURSUANT TO
REGULATION 36A OF INSOLVENCY AND BANKRUPTCY BOARD OF
INDIA (INSOLVENCY RESOLUTION PROCESS FOR CORPORATE
PERSON) REGULATIONS, 2016**

DATED THE 25TH DAY OF JULY, 2020 AT CHENNAI

DISCLAIMER

This Invitation for Expression of Interest [EoI] has been issued by the Interim Resolution Professional [IRP], Mr.V.Mahesh on the instructions of the Committee of Creditors [CoC] of the said Corporate Debtor [CD], i.e., M/s. Vasan Health Care Private Limited [VHCPL]. This Expression of Interest (EoI) is not an offer, but an invitation to receive proposal from eligible Resolution Applicants. This document should be read in its entirety. Whilst all reasonable care has been taken in compiling this EoI, the figures, documents and details are presented in good faith; and no warranty or guarantee (express or implied) is given by the office of the Interim Resolution Professional as to the completeness or accuracy of this EoI or any information provided in or in connection with it. The Interim Resolution Professional, his employees, his support team and the Committee of Creditors will not be liable in any way whatsoever for any loss, damage, cost or expense (including without limitation any liability arising from any fault or negligence on their part) arising from the evaluation process.

PRA/ recipients of the data / information are suggested to exercise their own judgment and verify facts and information before taking any decision without any recourse to the IRP or any of the professionals engaged by the IRP. The IRP is not in a position to evaluate the reliability or completeness of the information obtained. Accordingly, the IRP cannot express opinion or any other form of assurance on the historical or prospective financial statements, management representations or other data of the Corporate Debtor included in or underlying the accompanying information. Neither this document nor anything contained herein, or anything contained in the Information Memorandum shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment whatsoever. This document does not solicit any action based on the material contained herein. Nothing in this EoI, materials relating to the EoI, or the opinions, if any contained in this EoI or the Information Memorandum is intended to be construed as legal, accounting or tax advice by the Interim Resolution Professional or the members of the committee of creditors of the Corporate Debtor.

The PRA/ recipient, must not use any information disclosed to it as part of this Invitation or otherwise to cause an undue gain or undue loss to itself or any other person. The PRA/ recipient must comply with its confidentiality obligations as outlined here and insider trading laws, if applicable and agrees to protect all intellectual property of the Corporate Debtor, whether registered or otherwise, it may have access to and will not share or disclose any confidential information with third parties.

By accepting this document, the PRA/ recipient accepts the terms of this disclaimer notice.

The issue of this document does not imply that the IRP or the members of CoC are bound to select an applicant as a successful/ shortlisted prospective resolution applicant post submission of Expression of Interest. This document is neither assignable nor transferable by a resolution applicant.

Each applicant shall bear all its costs associated with or relating to the preparation and submission of its Expression of Interest, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Interim Resolution Professional or the CoC or any other costs incurred in connection with or relating to its Expression of Interest.

This document and information contained herein or disclosed pursuant to the terms of this document or any part of such information do not constitute or purport to constitute any advice or information in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed or published by the PRA/ recipient without prior written approval from the Interim Resolution Professional.

BRIEF PARTICULARS OF THE CORPORATE DEBTOR

<u>S.NO.</u>	<u>PARTICULARS</u>	<u>DETAILS</u>
1.	Name of the Corporate Debtor	VASAN HEALTH CARE PRIVATE LTD.,
2.	Date of Commencement of CIRP	Revival of CIRP – 03.10.2019 Initial Commencement of CIRP – 21.04.2017
3.	Corporate Identity Number	U85110TN2007PTC064072
4.	Date of Incorporation	22/06/2007
5.	Jurisdiction	Registered under the Companies Act, 1956, with the Registrar of Companies, Chennai
6.	Company Category	Company Limited by Shares
7.	Company Sub-Category	Non-Government Company
8.	Class of Company	Private
9.	Whether Listed or not	Unlisted
10.	The Suspended Board of Directors of the CD	1) Dr. Arun Arunachalam Murugiah 2) Dr. Meera Arun
11.	Web Address of the Corporate Debtor	http://www.vasaneve.in/
12.	Name & IBBI Registration Number of the IRP	Mr. V. Mahesh IBBI/IPA-002/IP-N00307/2017-18/10865
13.	Address for all communication purposes	#39/19, 3 rd Floor, 6 th Main Road, R.A.Puram, Chennai- 600028. maheshvenki@vmacs.co.in/ vmacsibc@vmacs.co.in

BRIEF BACKGROUND ON THE BUSINESS OF THE CORPORATE DEBTOR

M/s. Vasan Health Care Private Limited (hereinafter referred to as “the Company”), having CIN: U85110TN2007PTC064072, popularly/ widely known under the brand name **“VASAN EYE CARE HOSPITALS”** was incorporated in 22/06/2007 and Registered with the Registrar of Companies, Chennai under the erstwhile Companies Act, 1956. The Company is involved in Health Care Business & is specially established to provide services under various branches of Ophthalmology. They are Operating on about 100 different locations spread wide across the Southern Region of India & caters to the eye care needs of the people who live even in remote & inaccessible locations. The following services are exclusively provided by the Corporate Debtor in Ophthalmology;

 Cataract Services
 Refractive Surgery Services
 Cornea Services
 Glaucoma Services
 Retina Services
 Paediatric Ophthalmology and squint Services
 Oculoplastic Services
 UVEITIS
 Neuro-Ophthalmology
 Vision Rehabilitation Services
 Computer Vision syndrome clinic
 Contact Lenses
 Optical services

NETWORK AND LOCATION OF THE SERVICES

<u>S.No</u>	<u>Location of the hospital</u>	<u>S.No</u>	<u>Location of the hospital</u>
•	Trichy - Main	•	Sivagangai
•	Trichy – Kattur	•	Coimbatore-K.Muthur
•	Tanjore	•	Coimbatore-Thudiyalur
•	Kumbakonam	•	Theni
•	Perambalur	•	Nagercoil
•	Karur	•	Coimbatore – L.Mills
•	Pudhukottai	•	Tirunelveli
•	Karaikudi – S Puram	•	Ramnad
•	Salem – Main	•	Madurai - Thirunagar
•	Salem – Ammapet	•	Madurai – Bypass
•	Erode	•	Madurai - Anna Nagar
•	Dharmapuri	•	Coonoor
•	Namakkal	•	Pollachi
•	Vellore	•	Tirupur
•	Ambur	•	Tuticorin
•	Kanchipuram	•	Dindugul
•	Coimbatore – R.S.Puram	•	Paramakudi
•	Calicut - ByePass	•	Saidapet
•	Cochin - Shipyard	•	Annanagar
•	Kannur	•	Chrompet
•	Kottayam	•	Vadapalani
•	Trivandrum	•	Perambur
•	Cochin-Palarivattom	•	Madipakam
•	Thrissur	•	Tandiarpet

•	Neyatankara	•	Pondy cherry
•	Hosur	•	Poonmalle
•	Hubli	•	Neelankarai
•	Dharwad	•	Valasarawakam
•	Belgaum	•	Tambaram
•	Bangalore - Rajaji	•	Ambattur
•	Bangalore - Koramanagala	•	Chidambaram
•	Bangalore - Banaswadi	•	Thiruvottiyur
•	Bangalore - Jayanagar	•	Thiruvallur
•	Bangalore-R.R.Nagar	•	Karaikal
•	Bangalore - Marathahalli	•	Sarakki
•	Mysore	•	Hassan
•	Tumukur	•	Kolar
•	Bangalore-Bommanhalli	•	Vijaya Nagar
•	Davangere	•	Anantpur
•	Shimoga	•	Bangalore-Whitefield
•	Bangalore-HSR Layout	•	Hyderabad-H.Nagar
•	Bangalore-RT Nagar	•	Hyderabad-Begumpet
•	Bannerghatta	•	Hyderabad-Dilshuk
•	Nellore	•	Secunderabad
•	Tirupati	•	Hyd-AS Rao Nagar
•	Vizag	•	Hyd-Santhose Nagar
•	Vijayawada	•	Hyd-Chanda Nagar
•	Kakinada	•	Khammam
•	Guntur	•	Karimnagar
•	Old Gajuwaka	•	Warrangal

SUBMISSION OF EXPRESSION OF INTEREST

- ❖ The Last date for submission of **“UNCONDITIONAL EXPRESSION OF INTEREST”** is the **24th day of August, 2020 (24.08.2020)**. The Expression of Interest received after the said date shall be rejected.
- ❖ The above said date may be extended at the discretion of Interim Resolution Professional with approval of the CoC. In case EoI is not submitted by the specified time period, then the participation can only be allowed if the time period is extended by the IRP.
- ❖ Expression of Interest (“EoI”) is invited in a plain sealed envelope superscripted as **“Expression of Interest for participating in CIRP of Vasan Health Care Private Limited”**, in the format as set out in **ANNEXURE – C** of this document.
- ❖ Applicants should meet the Criteria as set out in **ANNEXURE – A & ANNEXURE - B**. Applicants should submit the EoI along with the supporting documents as mentioned in **ANNEXURE – D** of this document.
- ❖ Applicant is also required to submit the undertakings as set out in **ANNEXURE – E & ANNEXURE - F** along with the EoI.
- ❖ EoIs not fulfilling the conditions as set out in this document are liable to be disqualified without any further communication.
- ❖ The IRP/CoC reserves the right to cancel or modify the process and/ or reject/ disqualify any Resolution Applicant/ EoI at any stage of the process without assigning any reason.
- ❖ All Potential Resolution Applicants who are desirous of submitting a resolution plan in respect of the Corporate Debtor must read, understand and comply with all the requirements under IBC, CIRP Regulations and any other applicable regulations under IBC that are in force now or which may come into force subsequently, in pursuance to, in furtherance of or in relation to, this invitation.
- ❖ The Potential Resolution Applicants will be communicated further details related to the process and on execution of the confidentiality agreement as per the requirements of IBC and CIRP Regulations (as per the format set out in this document), receive the Information Memorandum and other relevant information in relation to the Corporate Debtor.
- ❖ The detailed process and timeline for submission of resolution plans shall be separately communicated to the Potential Resolution Applicants who meet the Eligibility Criteria. The CoC may specify evaluation criteria separately for evaluation of the resolution plans apart from the requirements set out in this document.
- ❖ For submitting the EoI or for any information on the Corporate Debtor or further clarifications with regards to inspections, terms and conditions and other details, kindly write to **“maheshvenki@vmacs.co.in/ vmacsibc@vmacs.co.in/ mathangi@vmacs.co.in/ swetha@vmacs.co.in”**

TABLE OF CONTENTS

<u>S.NO</u>	<u>PARTICULARS</u>	<u>PAGE NUMBER</u>
1.	Format of the FORM – G Published	11
2.	Format of the Invitation for Expression of Interest Published in English in “THE ECONOMIC TIMES” on 25.07.2020	14
3.	Format of the Invitation for Expression of Interest Published in Vernacular Language (Tamil) in “DINAMANI” on 25.07.2020	15
4.	Persons not eligible to be Resolution Applicants [Extracts of Section 29. A. of the Insolvency & Bankruptcy Code – ANNEXURE – A]	16
5.	Eligibility criteria specified by the committee under clause (h) of sub-section (2) of section 25 – ANNEXURE – B	20
6.	Format to submit Expression of Interest to the Interim Resolution Professional together with undertaking under Regulation 36.A (7) (e) & (f) of IBBI (IRPCP) Regulations, 2016 – ANNEXURE – C	21
7.	List of the Documents to be submitted while submission of Expression of Interest and to prove Eligibility Criteria- ANNEXURE – D	23
8.	Format of the Undertaking/ Declaration by the prospective resolution applicant confirming that there is no ineligibility under section 29.A of IBC, 2016 and also that the criteria specified by the committee of Creditors as set out in this document has been duly met & complied with. ANNEXURE – E	24
9.	Format of the Confidentiality undertaking to be signed with the Interim Resolution Professional - ANNEXURE – F	26

FORM G

INVITATION FOR EXPRESSION OF INTEREST

(Under Regulation 36A (1) of the Insolvency and Bankruptcy (Insolvency Resolution Process for Corporate Persons) Regulations, 2016

<u>RELEVANT PARTICULARS</u>		
1.	Name of the Corporate Debtor	Vasan Health Care Private Limited
2.	Date of incorporation of Corporate	22/06/2007
3.	Authority under which Corporate Debtor is incorporated / registered	Registrar of Companies - Chennai
4.	Corporate identity number of the Corporate Debtor	U85110TN2007PTC064072
5.	Address of the registered office and principal office (if any) of Corporate Debtor	1st Floor, Door No. New No. 52, Old No. 37A JJ Road, Teynampet, Chennai-600028
6.	Insolvency commencement date of the Corporate Debtor	03-10-2019 [Original Order for commencement of CIRP was passed on 21-04-17]
7.	Date of invitation of expression of interest	25-07-2020
8.	Eligibility for resolution applicants under section 25 (2) (h) of the Code is available at:	Details as to the Eligibility of Resolution Applicants can be sought by emailing to the following Address: Email: vmacsibc@vmacs.co.in [or] maheshvenki@vmacs.co.in
9.	Norms of ineligibility applicable under section 29A are available at:	As per section 29A and other provisions of the Insolvency & Bankruptcy Code, 2016. Available on the website of IBBI http://ibbi.gov.in/webfront/legal_framework.php

10.	Last date for receipt of expression of interest	24-08-2020
11.	Date of issue of provisional list of prospective resolution applicants	03-09-2020
12.	Last date for submission of objections to provisional list	08-09-2020
13.	Date of issue of final list of prospective resolution applicants	18-09-2020
14.	Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	23-09-2020
15.	Manner of obtaining request for resolution plan, evaluation matrix, information memorandum and further information	Information memorandum, request for resolution plan and evaluation matrix will be shared by the Insolvency Professional with the shortlisted prospective resolution applicant(s) meeting the eligibility criteria as set out by the Committee of Creditors and compliance with section 29A of the I & B, Code, 2016, after receiving a confidentiality undertaking as per section 29(2) of the IBC 2016.
16.	Last date for submission of resolution plans	23-10-2020
17.	Manner of submitting resolution plans to the Interim Resolution Professional	Through speed post /registered post or by handing a sealed cover. Addressed to V. Mahesh, Insolvency Professional 39/19, 3 rd Floor, Aspen Court, 6 th Main Road, RA Puram, Chennai – 600028, TN. vmacsibc@vmacs.co.in [or] maheshvenki@vmacs.co.in

18.	Estimated date for submission of resolution plan to the Adjudicating Authority for approval	15 days before the end of Moratorium Period
19.	Name and registration number of the Interim Resolution Professional	V.MAHESH IBBI/IPA-002/IP-N00307/2017-18/10865
20.	Name, Address and e-mail of the Interim Resolution Professional, as registered with the Board	V.MAHESH 39/19, 3 rd Floor, Aspen Court, 6 th Main Road, RA Puram, Chennai – 600028, TN. maheshvenki@vmacs.co.in
21.	Address and email to be used for correspondence with the Interim Resolution Professional	V.MAHESH 39/19, 3 rd Floor, Aspen Court, 6 th Main Road, RA Puram, Chennai – 600028, TN. vmacsibc@vmacs.co.in [or] maheshvenki@vmacs.co.in
22.	Further Details are available at or with	V.MAHESH, INSOLVENCY PROFESSIONAL
23.	Date of publication of Form G	25-07-2020

DATE: 25-07-2020

PLACE: CHENNAI



V.MAHESH
IBBI/IPA-002/IP-N00307/2017-18/10865
39/19, 3rd Floor, Aspen Court
6th Main Road, RA-Puram, Chennai-600028
IRP - VASAN HEALTH CARE PRIVATE LIMITED

ANNOUNCEMENT MADE IN FORM – G IN ENGLISH FOR INVITATION OF EXPRESSION OF INTEREST

na, Medtronic India, "Belo said.
Proximity to large urban hotspots
plays a vital role in spreading the di-
eases, said NK. Abroad, under drug
controller of Haryana, National Ca-

ries will reach everywhere because
one of them we don't have a drug or a
vaccine. That is the national disease of
this disease. The focus should be on
infection now."

solar based assets located in
India.
The tender is expected to be
finalised by Oct when this event
—PTI

For detail information on eligibility criteria, how to apply, selection
process, remuneration, general terms and conditions, the candidates
may refer <https://www.mca.gov.in> Last date of receipt of
application shall be 15 days from the date of publication.
(Chief Administrative Officer Registrar, STP)

Much Headway in Quest for Vaccine

The Covid-19 pandemic rages
on in India with the country
reporting over 2 lakh new
cases and 3,785 deaths this
week. In this gloomy situa-
tion, hopes for a cure have
brightened with encouraging
developments in both fronts,
vaccines and drugs.
Divya Rajagopal reports:

SEIRUM INSTITUTE GETS READY FOR AZ-CHOPRO VACCINE TRIAL

The Serum Institute of India (SII), the world's largest
vaccine maker, is readying the groundwork for the
Phase II clinical trials of the Oxford-AstraZeneca
vaccine. During the previous two trial phases, the
vaccine managed to trigger an immune response among
the participants and was established as safe. SII is
awaiting approvals from the drug controller to start the
trials in August. It expects to produce 400 million doses
by December if the efficacy of the vaccine is proven.

INTERFERON-BASED THERAPIES

Interferon-based therapies, commonly used in the
treatment of infectious diseases such as Hepatitis C,
have been successful in reducing deaths among severe
Covid-19 patients. A paper published in the journal
Cell said researchers from China found that early
administration of interferon-α (alpha) 2b led to reduced
mortality among severely ill patients. They also
found that the therapy administered after five days
of hospitalisation led to higher deaths. India's Zydus
Cadila is running trials in India and Mexico.

PFIZER AND CHINA'S SINOVAC REPORT ENCOURAGING DATA FROM PRELIMINARY PHASE I AND II STUDIES OF THEIR VACCINE CANDIDATES

US drug and vaccine company Pfizer and China's
Sinovac reported encouraging data from the
preliminary Phase I and II studies of their vaccine
candidates. The Pfizer trials conducted on 60
participants in partnership with Germany's
BioNTech showed higher immune response
comparable to a recovered Covid-19
patient. Cardiac, too, reported similar
results. These companies will now take
the trials to Brazil, China and Bangladesh.

ce Safety Measures for Reopening

Resuming Classes

in setting up Covid testing and
facilities apart from social
measures like staggered entry
times and mask norms.

It is critical: Some students
sues connecting online due to
issues, in-person classes are
in their online classes for
it courses, the faculty



organisation of green rooms to re-
solving more things and effi-

ring hybrid classes that stu-
dents can attend either online
or offline, the schools are be-
sychologising out and implement-
ing reopening plans.

"There is no substitute for
physical classes and we are ho-
peful of resuming this by the
end of this term ending in Oc-
tober if travel rules are re-
laxed," said Anandakrishnan B. U-
thappa, dean (academics) admi-
nistrative at IIM Rohtak. He said
plans to resume on-campus
classes by October end depend-
ing on the government's dis-
cretion on campus opening.
IIM Rohtak is planning to start its
post graduate programmes
classes on campus by the end
of August.

The final decision will de-

pend on guidelines from the
government and situation on the
ground, said Ramabhadra
N. Chinnai, senior associ-
ate dean at the Hyderabad-based
business school.

IIM Indore is hopeful of
bringing students back to
campus before this year ends
but in a phased manner.
"Our priority is to bring in
students who are in remote
areas or are facing problems in
internet connectivity or access
to online classes," said Hi-
manish Rai, director of the in-
stitute. While labour unavail-
ability is making things tough,
faculties, IT and
administration staff are work-
ing overtime to lay down the
new norms for the campus.

FORM – G	
INVITATION FOR EXPRESSION OF INTEREST (Under Regulation 36A (1) of the Insolvency and Bankruptcy (Insolvency Resolution Process for Corporate Persons) Regulations, 2016)	
RELEVANT PARTICULARS	
1. Name of the Corporate Debtor	Nutan Health Care Private Limited
2. Date of Incorporation of Corporate Debtor	22/05/2017
3. Address of the Corporate Debtor as per the latest audited financial statements	Registered Office: Chennai
4. Corporate Identity Number of Corporate Debtor	U99999TN2017PC000001
5. Address of the Registered Office and Principal Office (if any) of Corporate Debtor	Door No. New No. 52, Old No. 108, 1st Floor, 21 Road, Nungambalam, Chennai-600006
6. Insolvency commencement date of the Corporate Debtor	03-10-2019 (Order for commencement of CIRP was passed on 21-04-2020)
7. Date of Issuance of Expression of Interest	25-07-2020
8. Eligibility for resolution applicants under Section 25(3)(b) of the Code is available at	Details as to the eligibility of resolution applicants can be sought by emailing to the following Address: Email - insolvency@nutan.co.in website - www.nutan.co.in
9. Name of the eligible applicant under Section 25(3)(b) of the Code is available at	As per Section 25(3) and other provisions of the Insolvency and Bankruptcy Code, 2016. Available on the website of IBI: http://www.ibi.co.in/insolvency , www.nutan.co.in
10. Last date for receipt of expression of interest	26-08-2020
11. Date of issue of prospectus list of prospective resolution applicants	08-09-2020
12. Last date for submission of objections/proposals	08-09-2020
13. Date of issue of final list of prospective resolution applicants	10-09-2020
14. Date of issue of information memorandum, evaluation matrix and request for resolution plans to prospective resolution applicants	20-09-2020
15. Whereof the request for resolution plan, information memorandum, information memorandum and the information	Information memorandum, request for resolution plan and evaluation matrix will be shared by the Insolvency Professional with the shortlisted prospective resolution applicants meeting the eligibility criteria as set out by the Committee of Creditors and compliance with Section 25(3) of the I & B Code, 2016 after receiving a satisfactory undertaking as per Section 25(3) of the I & B Code, 2016.
16. Last date for submission of resolution plans	25-10-2020
17. Name of the Insolvency Professional	Through Speed Post Registered Post or by hand in a sealed cover. Addressed to: M. Mahesh, Insolvency Professional 39/19, 6th Floor, Aspen Court, 6th Main Road, RA Puram, Chennai - 600028, TN. vmacsibc@vmacs.co.in
18. Estimated date for submission of resolution plan to the Adjudicating Authority for approval	15 days before the end of Maximum Period
19. Name and Registration Number of the Insolvency Professional	M. MAHESH IBBI/PA/00000000/2017-18/110000
20. Name, Address and e-mail of the Insolvency Professional, as registered with the Board	M. MAHESH 39/19, 6th Floor, Aspen Court, 6th Main Road, RA Puram, Chennai - 600028, TN. vmacsibc@vmacs.co.in
21. Address and e-mail to be used for correspondence with the Insolvency Professional	M. MAHESH 39/19, 6th Floor, Aspen Court, 6th Main Road, RA Puram, Chennai - 600028, TN. vmacsibc@vmacs.co.in
22. Further Details are available at or with	M. MAHESH, INSOLVENCY PROFESSIONAL
23. Date of Publication of Form G	25-07-2020

*Published in "The Economic Times" on Saturday the 25th day of July, 2020.

கலைக் கல்லூரிகளுக்கு விண்ணப்பம்
சான்றிதழ் பதிவேற்றத்துக்கு
ஆகஸ்ட் 10 வரை அவதாசம் நீட்டிப்பு

[illegible]

சாத்தான்குளம் சம்பவம்:
காவலர்கள் இந்நவரின் ஐமீன் மனு கள்ளுப

[illegible]

அண்ணா பல்கலைக்கழகம்
Chennai - 600 099.

<p>தமிழக அரசின் திட்டங்கள்: 25/2004/216/2009/2020</p> <p>தமிழக அரசின் திட்டங்கள்: 25/2004/216/2009/2020</p>				
தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்
1. 25/2004/216/2009/2020	தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்
2. 25/2004/216/2009/2020	தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்
3. 25/2004/216/2009/2020	தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்	தமிழக அரசின் திட்டங்கள்

பாடலாம் C

விருப்பம் எதிரிக்கக் கோரும் (EOI) அனுப்பு:
ஒவ்வொரு திணிவு மற்றும் திணிவு வாரியம்: (அட்டை: பாடினதுக்குத் துறைமுகத்தில் தீய
நடைமுறையில்) ஒவ்வொரு திணிவு 2016, ஒவ்வொரு திணிவு 384(1)-ல் கீழ்

முக்கிய விவரங்கள்

[illegible]

88-
 VMMAESH
 德忌利士路4000201T-181808
 3819, 3rd Floor, Asian Court
 6th Main Road, RA-Panama, Chennai-600028
 882-1454N HEALTH CARE PRIVATE LIMITED

Bushadhi
The Pharmaceutical Corporation
Limited, Kerala Ltd.
C-10/1, Park Road,
P.O. Box 248807, 248641
Kochi - 682 022, Kerala
India
T: 0474-2636000
F: 0474-2636001
P: 0126502-21
E: info@bushadhi.com
www.bushadhi.com

QUOTATION NOTICE

Online quotations are invited for the immediate supply of 75 nos. of Raw material (Sulphuric acid) for the manufacture of Sulphuric acid. The interested shall submit their quotation by e-mail to info@bushadhi.com or by fax to 0474-2636001 on or before 18.09.2016. Closing date & time: 18.09.2016 at 15:00 hrs. For more details, please contact Mr. Ramesh Kumar, Sales Manager, Bushadhi, P.O. Box 248807, 248641, Kochi - 682 022, Kerala India.

Thiruvananthapuram, 18.09.2016

வெள்ளியணி
www.vellanani.com

Shree Ram Chemicals
P.O. Box 100, 682 001
Kochi - 682 001, Kerala
India
T: 0474-2636000
F: 0474-2636001
P: 0126502-21
E: info@shreeramchemicals.com
www.shreeramchemicals.com

Shree Ram Chemicals holding shares in physical mode are requested to transfer their credit account details in electronic mode by e-mail to info@shreeramchemicals.com (the Bank Branch and Share Transfer Agent: Canna Corporate Services Limited, Subramanian Building, 30, Chaoi Road, Chennai - 600 032). Accordingly the cancellation must be made in physical and mobile number by providing the required documents to info@shreeramchemicals.com.

Share Transfer and Annual Report 2014-2015 will be made available to Shree Ram Chemicals shareholders on or at the website of the Stock Exchange at www.scri.com and National Stock Exchange of India listed at www.nseindia.com and website of the Depository.

Shareholders will have an opportunity to cast their electronic vote on the business as set forth in the Notice of the 57th Annual General meeting. Further the Share is set forth in the Notice of transfer writing system during the AGM. The manner of voting shall be as per the instructions given in the Notice of the AGM. Physical mode and physical mode will be provided in the Notice to the shareholders. The interested parties are requested to submit the details of the Shareholders and requested to visit the website.

Shareholders may please note that in case of shareholding records, the Board will not be sending physical copies of AGM Minutes and Annual Report to the Shareholders.

Place: Chennai
Date: 18.09.2016

By Order of the Board of Directors
Ajay Kumar Srivastava
Managing Director

ANNEXURE – A

**PERSONS NOT ELIGIBLE TO BE RESOLUTION APPLICANTS AS PRESCRIBED UNDER
THE CODE FOR THE PROSPECTIVE RESOLUTION APPLICANTS**

[EXTRACTS OF SECTION 29.A OF THE INSOLVENCY & BANKRUPTCY CODE, 2016]

¹[29A. Persons not eligible to be resolution applicant. -

A person shall not be eligible to submit a resolution plan, if such person, or any other person acting jointly or in concert with such person—

(a) is an undischarged insolvent;

(b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);

(c) ²[at the time of submission of the resolution plan has an account,] or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) ³[or the guidelines of a financial sector regulator issued under any other law for the time being in force,] and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:

Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan:

⁴[Provided further that nothing in this clause shall apply to a resolution applicant where such

¹ Ins. by Act 8 of 2018, sec. 5 (w.r.e.f. 23-11-2017).

² Subs. by Act No. 26 of 2018, sec 22(i) (A), for the words “has an account” (w.e.f. 6-6-2018.).

³ Ins. by Act No. 26 of 2018, sec 22(i) (B) (w.e.f. 6-6-2018).

⁴ Ins. by Act No. 26 of 2018, sec. 22(i) (C) (w.e.f. 6-6-2018).

applicant is a financial entity and is not a related party to the corporate debtor.

Explanation I. - For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares ¹[or completion of such transactions as may be prescribed], prior to the insolvency commencement date.

Explanation II.— For the purposes of this clause, where a resolution applicant has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this Code;]

²[(d) has been convicted for any offence punishable with imprisonment –

(i) for two years or more under any Act specified under the Twelfth Schedule; or

(ii) for seven years or more under any law for the time being in force:

Provided that this clause shall not apply to a person after the expiry of a period of two years from the date of his release from imprisonment:

Provided further that this clause shall not apply in relation to a connected person referred to in clause(iii) of *Explanation II*;

(e) is disqualified to act as a director under the Companies Act, 2013 (18 of 2013):

³[Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of *Explanation I*:]

(f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

(g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code:

⁴[Provided that this clause shall not apply if a preferential transaction, undervalued

¹ Ins. by Ordinance No. Act No. 1 of 2020, sec. 9 (w.e.f. 28-12-2019).

² Subs by Act No. 26 of 2018, sec. 22 (ii) (w.e.f. 6-6-2018). Clause (d) before substitution stood as under:

“(d) has been convicted for any offence punishable with imprisonment for two years or more;”

³ Ins. by Act No. 26 of 2018, sec. 22 (iii) (w.e.f. 6-6-2018).

⁴ Ins. by Act No. 26 of 2018, sec. 22 (iv) (w.e.f. 6-6-2018).

transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;]

(h) has executed ¹[a guarantee] in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code ²[and such guarantee has been invoked by the creditor and remains unpaid in full or part];

(i) ³[is] subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or

(j) has a connected person not eligible under clauses (a) to (i).

*Explanation*⁴[I]. — For the purposes of this clause, the expression "connected person" means—

(i) any person who is the promoter or in the management or control of the resolution applicant; or

(ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or

(iii) the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii):

⁵[Provided that nothing in clause (iii) of *Explanation* I shall apply to a resolution applicant where such applicant is a financial entity and is not a related party of the corporate debtor:

Provided further that the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares ⁶[or completion of such transactions as may be prescribed], prior to the insolvency commencement date;]

¹ Subs. by Act No. 26 of 2018, sec. 22 (v) (A) for the words "an enforceable guarantee" (w.e.f. 6-6-2018).

² Ins. by Act No. 26 of 2018, sec. 22 (v) (B) (w.e.f. 6-6-2018).

³ Subs. by Act No. 26 of 2018, sec. 22 (vi) for the words "has been" (w.e.f. 6-6-2018).

⁴ Numbered as I by Act No. 26 of 2018, sec 22(vii) (w.e.f. 6-6-2018).

⁵ Subs. by Act No. 26 of 2018, sec. 22 (vii) (w.e.f. 6-6-2018). The proviso before substitution stood as under:

"Provided that nothing in clause (iii) of this *Explanation* shall apply to—

(A) a scheduled bank; or

(B) an asset reconstruction company registered with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002); or

(C) an Alternate Investment Fund registered with the Securities and Exchange Board of India."

⁶ Ins. by Act No. 1 of 2020, sec. 9 (w.e.f. 28-12-2019).

¹[*Explanation II*—For the purposes of this section, "financial entity" shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely:—

(a) a scheduled bank;

(b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organisation of Securities Commissions Multilateral Memorandum of Understanding;

(c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);

(d) an asset reconstruction company register with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);

(e) an Alternate Investment Fund registered with Securities and Exchange Board of India;

(f) such categories of persons as may be notified by the Central Government.]

ANNEXURE – B

Minimum qualifications for the Resolution applicants to approach the Interim Resolution Professional of the Corporate Debtor for the purpose of participating in the process are as under:

<u>S.NO.</u>	<u>PARTICULARS</u>	<u>DETAILS</u>
1	NATURE OF PERSON(S) ALLOWED TO SUBMIT EXPRESSION OF INTEREST <i>[Nothing mentioned in this Clause shall have overriding effects over the ineligibilities prescribed under Section 29.A. of the Insolvency & Bankruptcy Code, 2016]</i>	<ol style="list-style-type: none"> 1. Individual 2. Firm 3. Body Corporate (All Private & Public Limited Companies including Limited Liability Partnerships) 4. PE funds/ Financial Institution/ NBFC/s/ Other Financial Investors/ Alternate Investment Funds 5. Joint venture or consortium or an SPV representing or including any of the above category of persons
2	NETWORTH ELIGIBILITY CRITERIA	<u>Minimum Net worth of INR 50 Crores</u> for the immediately preceding Financial Year.
3	REFUNDABLE PROCESS PARTICIPATION DEPOSIT	<p>The Prospective Resolution Applicant shall pay a <u>Refundable Process Participation Deposit of INR 25 lakhs (Rupees Twenty Five lakhs only)</u> along with the application for EOI (as set out in ANNEXURE – C), which will be refundable to all within 40 days from the date of approval of Resolution Plan or rejection of Resolution Plan(s) where no plan is approved by CoC at its meeting held for that purpose.</p> <p><u>EXCEPTION:</u> Where the Resolution plan of the resolution applicant is approved by CoC, the Process Participation Deposit provided by the Successful Resolution Applicant shall be adjusted towards payment due as per the approved Resolution Plan.</p>

ANNEXURE - C

**FORMAT FOR SUBMISSION OF EXPRESSION OF INTEREST TO PARTICIPATE IN
THE CORPORATE INSOLVENCY RESOLUTION PROCESS OF M/S. VASAN HEALTH
CARE PRIVATE LIMITED**

(On the letter head of the Resolution Applicant)

Date: _____

To

Mr. Mahesh Venkataraman,
The Interim Resolution Professional,
For Vasan Health Care Private Limited.

Dear Sir,

Sub: Submission of Expression of Interest for the Corporate Debtor, M/s. Vasan Health Care Private Limited.

I/ We, Mr/Ms/Mrs/M/s. **[Insert name of the Resolution Applicant]**, hereby submit my/our Expression of Interest to participate in the Corporate Insolvency Resolution Process of the Corporate Debtor, M/s. Vasan Health Care Private Limited in response to your Announcements made in **[Insert the names of the newspaper and/or website]** on 25.07.2020 inviting submission of Expression of Interest.

We have attached necessary information and documents as per the prescribed formats, without any deviations, conditions and without any assumptions or notes. Based on this information we understand you would be able to evaluate our Eligibility Criteria and list me/ us as a prospective Resolution Applicant. We understand that the selection of the resolution applicant is the sole discretion of the Committee of Creditors and that we shall not be entitled to question the selection, selection criteria, nor shall we be entitled to seek details of the manner of selection. The details of the contact person for the purposes any further clarifications/ additional documents, information is as follows:

NAME OF THE CONTACT PERSON	
DESIGNATION OF THE CONTACT PERSON, IF ANY	
E-MAIL ID FOR ALL COMMUNICATION PURPOSES	
CONTACT NUMBER FOR ALL COMMUNICATION PURPOSES	

Sincerely yours,

[Name, Designation & Signature of the Signatory]

[Seal/ Stamp of the Body Corporate as the case may be]

ENCLOSURES: ANNEXURE – D, ANNEXURE – E & ANNEXURE – F.

DECLARATION/ UNDERTAKING TO THE EOI

(To be provided by way of Affidavit in a Non - Judicial Stamp Paper with minimum stamp value as applicable under respective State Laws)

I, _____, aged _____, S/o or D/o _____, residing at _____ do hereby declare that:

1. I have been authorized to submit the Expression of Interest on behalf of _____ vide Board Resolution dated _____ 2020, copy of which is enclosed to this Affidavit *[if Applicable]*;
2. I/ We understand that the IRP/ CoC reserves the right to request for additional information or clarification from me/ us for the purposes of the Expression of Interest and we shall promptly comply with such requirements. Failure to satisfy the queries of the IRP/CoC may lead to rejection of our submission pursuant to Expression of Interest;
3. I have read and understood all the terms and conditions relating to the submission of the Expression of Interest to participate in the Corporate Insolvency Resolution Process and hereby submit my Expression of Interest in the matter of M/s. Vasan Health Care Private Limited and I/ We meet the criteria specified by the Committee of Creditors under clause (h) of sub-section (2) of section 25;
4. I/ We shall intimate the Interim Resolution Professional forthwith if I/ we become ineligible at any time during the Corporate Insolvency Resolution Process
5. Every information and records provided in Expression of Interest is true and correct and discovery of any false information or record at any time will render the applicant ineligible to submit resolution plan, forfeit any refundable deposit, and attract penal action under the Code.

DEPONENT

VERIFICATION:

Verified at _____ **[Place]**, this the _____ day of _____ 2020. The contents in the above Affidavit are true and correct to the best of knowledge and belief. No part of this affidavit is wrong and nothing material has been concealed therefrom.

DEPONENT

Attestation by Notary Public.

ANNEXURE - D

List of the Documents to be submitted while submission of Expression of Interest

<u>S.NO</u>	<u>DOCUMENTS REQUIRED TO BE SUBMITTED WITH ANNEXURE - C</u>
1.	A detailed profile of the Resolution Applicant
2.	KYC details applicable as the case may be (Individual/Corporate/Financial Institution/Funds/PE Funds/ JV/SPV/Consortium)
3.	Certified true copies of the Constitutional documents
4.	Certified true copy of Board resolution, Memorandum of Association, Articles of Association and any other applicable Documents in case of Corporate Person
5.	Proof of address, Copy of PAN card
6.	Certified true copies of their Audited Financial Statements of last 3 years, i.e. FY 2020, FY 2019 & FY 2018 or since inception, if incorporated in the immediately preceding three years along with Income tax return and computation of total income
7.	<u>Refundable Process Participation Deposit:</u> The Prospective Resolution Applicant shall pay a Refundable Process Participation Deposit of INR 25 lakhs (Rupees Twenty Five lakhs only) along with the application for EOI (as set out in ANNEXURE – C) by way of Demand Draft/ Bankers cheque in the name of Vasan Health Care Private Limited payable at par, which will be refundable to all within 40 days from the date of approval of Resolution Plan or rejection of Resolution Plan(s) where no plan is approved by CoC at its meeting held for that purpose
8.	Ownership details of the Resolution Applicant and its group entities (if any)
9.	Indication on sources of fund
10.	Net-worth certificate, AUM certificate, as the case may be
11.	Declarations/ undertakings set out as ANNEXURE – E & ANNEXURE - F
12.	Any other relevant documents that might assist the Interim Resolution Professional in evaluating the Eligibility Criteria

Note:

The Prospective Resolution Applicant shall mandatorily submit all the Applicable documentary proofs based on the nature of the Resolution Applicant as a part of ANNEXURE - C. In case the IRP, requests for further documentation to evaluate the Eligibility criteria, the same shall be submitted to the office of the IRP, failing which the EoI shall stand REJECTED.

ANNEXURE – E (To be read together with ANNEXURE – A & ANNEXURE - B)
AFFIDAVIT & UNDERTAKING FOR DISCLOSURE OF ELIGIBILITY UNDER SECTION
29. A OF THE INSOLVENCY AND BANKRUPTCY CODE

(To be provided by way of Affidavit in a Non - Judicial Stamp Paper with minimum stamp value as applicable under respective State Laws)

Date: _____

To

Mr. Mahesh Venkataraman,
The Interim Resolution Professional,
For Vasan Health Care Private Limited.

Dear Sir,

I/ We, **[Insert name of the Resolution Applicant]** and any other person acting jointly or in concert with me/ us hereby affirm, declare and confirm that;

- a) Is/ are not an undischarged insolvent/s;
- b) Is/ are not a wilful defaulter/s in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949);
- c) at the time of submission of the resolution plan has an account or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, is/ are not classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) 3 [or the guidelines of a financial sector regulator issued under any other law for the time being in force,] and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor;
- d) I/ we have not been convicted for any offence punishable with imprisonment –
 - (i) for two years or more under any Act specified under the Twelfth Schedule; or
 - (ii) for seven years or more under any law for the time being in force;
- e) Is/ are not disqualified to act as a director/s under the Companies Act, 2013 (18 of 2013);

- f) Is/ are not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g) I/ We have not been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code
- h) I/ We have not executed [a guarantee] in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code [and such guarantee has been invoked by the creditor and remains unpaid in full or part];
- i) I/ We are not subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- j) I/ We do not have a connected person not eligible under clauses (a) to (i) and I/ We have read and understood the expressions, "Related Party, Financial Entity & connected person" as envisaged under the Code.
- k) I/ We have read the Eligibility Criteria prescribed by the Committee of Creditors, which is set out as ANNEXURE – B of the Detailed Invitation for EoI and we confirm that we comply with the Criteria.
- l) I/ We have submitted a valid and true Net worth Eligibility Certificate and a Demand Draft/ Cheque No. _____ dated _____ for INR 25 lakhs (Rupees Twenty Five lakhs only) as Refundable Process Participation Deposit.

DEPONENT

VERIFICATION:

Verified at _____ **[Place]**, this the _____ day of _____ 2020. The contents in the above Affidavit are true and correct to the best of knowledge and belief. No part of this affidavit is wrong and nothing material has been concealed therefrom.

DEPONENT

Attestation by Notary Public.

ANNEXURE – F

Non - Disclosure Agreement

This NON-DISCLOSURE AGREEMENT ("Agreement") is made on this day of ____ 2020 by and between:

Mr. V. Mahesh, a Registered Insolvency Professional with IBBI Registration No.: IBBI/IPA-002/IP-N00307/2017-18/10865, appointed as the Interim Resolution Professional [IRP] ("IRP/ Disclosing Party/Interim Resolution Professional") vide Revival Order passed by the Hon'ble NCLT, Chennai Bench dated 03.10.2019 for the company M/s. Vasan Health Care Private Limited, incorporated under the Companies Act, 1956, having his office (Interim Resolution Professional's office) at #39/19, 3rd Floor, Aspen Court, R.A.Puram, 6th Main Road, Chennai -600028 (**This address only be used for all communications**) which is undergoing Corporate Insolvency Resolution Process under the provisions of the Insolvency and Bankruptcy Code, 2016 ("Code") and its applicable regulations, as amended from time to time, of the FIRST PART;

AND

_____[Name of the Prospective Resolution Applicant], having office at _____ (the "Interested Bidder/ Prospective Resolution Applicant [PRA]/ Recipient", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, transferees and permitted assigns) of the SECOND PART.

(The IRP/ Disclosing Party/IRP and the PRA hereinafter also referred to individually as a "Party" and collectively as the "Parties")

WHEREAS:

- A. Pursuant to an invitation for Expression of Interest dated 25.07.2020 published by the IRP in Economic Times (All India Edition) & Dinamani (Tamilnadu & Pondicherry Edition) newspapers, the IRP had invited Expressions of Interest ("EOI") from Interested Bidders/ PRA for the purpose of participation in the Corporate Insolvency Resolution Process of the Corporate Debtor, M/s. Vasan Health Care Private Limited.
- B. On confirmation of satisfaction of the Eligibility criteria & on execution of this Confidentiality Undertaking Agreement, the IRP shall provide access to the Information Memorandum & relevant information.
- C. In view of the above, the IRP will be sharing the relevant information, comprising/containing certain Confidential Information (*as defined in Clause 1 below*) with the PRA and accordingly the Parties have agreed to enter into this Agreement and be bound by the terms and conditions hereinafter set forth governing, *inter-alia*, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. "Confidential Information" shall mean all information, whether in written, oral, pictorial, electronic, visual or other form, including information in the virtual data room ("VDR"), relating, in any manner whatsoever, to the Company or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Company. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:
 - (i) any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organisation, management, strategic initiatives and plans, policies and reports, financial position of the Company;
 - (ii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Company or in which Company has an interest of any kind;
 - (iii) any unpatented invention, formula, procedures, method, belonging to or vested in the Company or in which Company has an interest of any kind;
 - (iv) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Company or in which Company has an interest of any kind;
 - (v) any information belonging to identified third parties with whom the Company has business dealings;
 - (vi) any proposed business deals, contracts or agreements to which Company is party;
 - (vii) the Information Memorandum of the Company prepared under the provisions of the Code by the IRP and information contained in VDR;
2. The PRA shall at all times observe the following terms:
 - (i) it shall hold in trust and in confidence the Confidential Information provided to the PRA by the IRP/ Disclosing Party;
 - (ii) it shall not, directly or indirectly use the Confidential Information for any purpose other than for the Purpose or for causing an undue gain or undue loss to itself or any other person;
 - (iii) it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to any person or party whatsoever (save and except as provided below) without the prior consent of the IRP/ Disclosing Party;

- (iv) it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the “Representatives”), strictly on a need to know basis and solely for the Purpose, provided always that, each of these Representatives shall, in the course of their duties be required to receive, observe and consider the confidentiality obligations set out hereunder when working towards the Purpose and shall be bound by confidentiality obligations that are at least as stringent as the obligations set out in this Agreement. The PRA/ recipient acknowledges that any agreement (written or otherwise) entered into between the PRA/ recipient and the Representatives would not discharge the PRA/ recipient from its confidentiality obligations under this Agreement. In any event, the PRA/ recipient shall remain liable and responsible for any confidentiality breaches by its Representatives and breach by any Representative of the PRA/ recipient shall be deemed as breach of this Agreement by the PRA/ recipient. For the purposes of this Agreement, the term “Affiliate” shall mean, with respect to the PRA/ recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the PRA/ recipient and the term “Control” means a person who has the power to direct the management and policies of any person or entity, directly or indirectly, whether by ownership of voting securities, board control, by contractor otherwise. The terms “Controlling” and “Controlled by” or “under common Control” shall have corresponding meanings;
- (v) it shall use the same degree of care to protect the Confidential Information as the PRA/ recipient uses to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorised access, use, dissemination, copying, theft and/or republication of the Confidential Information;
- (vi) it shall at no time, discuss with any person, the Confidential Information or any other matter in connection with, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);
- (vii) it shall immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of this Agreement as per Clause 10 below; or (c) a notification by the IRP/ Disclosing Party, surrender and return to the IRP/ Disclosing Party, all Confidential Information and any notes, memoranda or the like, including any copies or reproductions in its possession, or destroy the same in accordance with the directives of the IRP/ Disclosing Party, in each case, except to the extent, retention of such Confidential Information is required under applicable law, provided that the PRA/ recipient in these cases, shall notify the IRP/ Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention;
- (viii) it shall not publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement or its proposal to prepare/ submit the Scheme or contents of Scheme in any manner nor advertise or publish the same in any medium, without the prior written consent of the IRP/ Disclosing Party;

- (ix) it shall promptly notify the IRP/ Disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorised third party provided that such notification shall not relieve the PRA/ recipient from any liability arising from its breach of this Agreement;
 - (x) it shall protect against any unauthorised disclosure or use, any Confidential Information of the Company that it may have access to in any manner.
3. The PRA/ recipient shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:
- (i) is or becomes available to the public domain without breach of this Agreement by the PRA/ recipient; or
 - (ii) is disclosed with the prior written approval of the IRP/ Disclosing Party; or
 - (iii) was in the possession of the PRA/ recipient prior to its disclosure to them under this Agreement from another source not under any obligation of confidentiality to the provider; or
 - (iv) is disclosed pursuant to any law or a court order or the stock exchange requirement provided that in the event the PRA/ recipient is required to make such disclosure pursuant to a court order / stock exchange announcement, then in that case the PRA/ recipient shall only disclose the Confidential Information to the extent required and to the extent permissible, promptly notify the IRP/ Disclosing Party in advance, so that the IRP/ Disclosing Party has the opportunity to object to such disclosure or discuss the extent of disclosure by the PRA/ recipient.
4. The PRA/ recipient agrees that the IRP/ Disclosing Party, by the disclosure of the Confidential Information to the PRA/ recipient, does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under this Agreement or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the PRA/ recipient.
5. For the avoidance of doubt, nothing in this Agreement shall compel the IRP/ Disclosing Party to disclose to the PRA/ recipient, any or all the Confidential Information requested by the PRA/ recipient and the IRP/ Disclosing Party shall, at all times during the subsistence of this Agreement, reserve the right to determine, in its sole discretion, whether it shall disclose such Confidential Information (in whole or part).

6. The IRP/ Disclosing Party makes no representation, warranty or inducement, whether express or implied, as to the accuracy or completeness of the Confidential Information and shall not be liable to the PRA/ recipient for any damage arising in any way out of the use of, or termination of the PRA/ recipient's right to use the Confidential Information. The IRP/ Disclosing Party has not verified or audited the information and the information so provided is based on books and records available with the Company.
7. The IRP/ Disclosing Party does not take any responsibility for any decisions made by PRA/ recipient based on the information provided. The PRA/ recipient shall exercise its own diligence before making any conclusion or decision.
8. The PRA acknowledges that the Confidential Information is valuable to the IRP/ Disclosing Party and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under this Agreement and the PRA/ recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity of posting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under this Agreement, in addition to and without prejudice to, any other remedies available to the IRP/ Disclosing Party at law or inequity.
9. The PRA shall indemnify and hold harmless the IRP/ Disclosing Party against all losses, damages and liabilities, including but not limited to all legal fees and expenses, arising from or connected with any breach of this Agreement, including but not limited to any gross negligence or willful misconduct in respect of the Confidential Information, by the PRA/ recipient and/or its Representatives.
10. The PRA shall not, without prior written consent of the IRP/ Disclosing Party, engage any advisor, whether professional, legal or otherwise, where a conflict of interest exists with the Company or the IRP/ Disclosing Party in relation to the CIRP of the Company.
11. This Agreement shall be effective and shall stay in force for a period of three (3) years from the date first stated above. Upon expiry of this Agreement, the confidentiality obligations of the Parties herein shall cease, provided that payment obligations if any that may arise under this Agreement (including under the indemnity Clause 9 above) shall survive the termination of this Agreement.

12. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand - delivered, sent through an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated by such party in a written notice to the other parties hereto.

For IRP/ Disclosing Party

Postal Address : _____
Contact Person : _____ Email : _____

For PRA/ recipient/Interested Bidder

Postal Address : _____
Contact Person : _____ Email : _____

All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent by courier, (a) one (1) business day after its deposit with an overnight courier if for inland delivery; and (b) 5 (five) calendar days after it deposit with an international courier if for an overseas delivery; and (c) if sent by registered letter, when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not; and (iii) if sent by electronic mail, when actually received in readable form.

13. If any provision of this Agreement is invalid or illegal, then such provision shall be deemed automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.

14. No amendments, changes or modifications of any provision of this Agreement shall be valid unless made by a written instrument signed by a duly Authorised Representative of each of the parties.

15. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.

16. Neither Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior written consent of the other Party.
17. This Agreement shall be governed by and construed in all respects according to the laws of India and, the Parties hereto agree to submit to the exclusive jurisdiction of the courts of Chennai.
18. This Agreement comprises the full and complete agreement of the Parties hereto as at the date hereof with respect to the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings and agreements, if any, between the Parties hereto, whether written or oral, expressed or implied.
19. The IRP/ Disclosing Party acknowledges that, in the ordinary course of business, the PRA/ recipient may be engaged through separate platforms in the origination of loans (including the provision of debt financing for transactions similar to the transactions contemplated herein) and syndicated bank debt, and nothing in this Agreement shall restrict such activities of such other platforms, provided that none of the Confidential Information is used or disclosed in connection therewith and such transactions are not in contravention of the Code or with the CIRP process of the Company.
20. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly Authorised Representatives to set their hands the day and year first above written.

Signed by

For and on behalf

The IRP/ Disclosing Party

Name:

Designation:

In the Presence of:

Name:

Designation:

Signed by

For and on behalf

The PRA/ recipient

Name:

Designation:

In the Presence of:

Name:

Designation: