

**LIST OF CREDITORS
OF
AIRCEL GROUP
(i.e. AIRCEL LIMITED,
DISHNET WIRELESS LIMITED
AND AIRCEL CELLULAR LIMITED)**

Notes related to the claims verification process for Aircel Group

The detailed notes related to the claims verification process for Aircel Limited (“AL”), Aircel Cellular Limited (“ACL”) and Dishnet Wireless Limited (“DWL”) (each “Corporate Debtor” or “Company”, and collectively, “Corporate Debtors” or “Companies”) are laid out herein. At the outset, it is pertinent to note that the Resolution Professional (“RP”) team is in receipt of an extremely large number of claims from various categories of creditors (over 10,000 claims in aggregate). Further, it is also noteworthy that there have been certain challenges with regards to verification of claim details with the records of the Corporate Debtor, including but not limited to – access to the updated books of accounts / relevant records, significant attrition of employees in relevant teams (finance, accounts, human resources, vendor management etc.). Given the state of operations of the Corporate Debtor(s) and ensuing circumstances, it has been the continued endeavor of the RP and the RP team to engage with relevant stakeholders in order to verify the claims in an expeditious manner, as practically feasible, by placing reliance on the Corporate Debtor’s records and books of accounts, inputs / information from the Corporate Debtor’s personnel and the supporting documents submitted by the concerned creditors (including any clarifications, as may have been sought). Furthermore, as elaborated below, to adopt a considerate and liberal approach in verification and acceptance of said claims.

General notes applicable to the overall claims verification process:

1. The RP team has received claims from various categories of creditors of the Corporate Debtor, as per the terms and provisions of the Insolvency and Bankruptcy Code, 2016 (“Code”). Further, pursuant to the meeting of the Committee of Creditors (“CoC”), dated May 13, 2019 and the e-voting held subsequently, a resolution plan submitted by a resolution applicant has been approved by the CoC and the same is now pending the approval of the National Company Law Tribunal (“NCLT”). As per the provisions of the Insolvency and Bankruptcy Board of India (Insolvency Process for Corporate Persons) Regulations, 2016 (“CIRP Regulations”) (as applicable to the Corporate Debtor(s)), creditors who fail to submit claims within the timeline stipulated under the public announcement may submit the same until the approval of a resolution plan by the CoC; accordingly, claims submitted until May 17, 2019, i.e., the date of approval of the resolution plan by the CoC vide e-voting, have been considered for the purpose of this exercise and the details of verification of such claims is laid out herein.
2. It is important to note that at the time of discharge of payment / settlement of the claim amount (as per an approved resolution plan, as applicable), further documentation, such as a certified confirmation of balance due from Aircel group to the claimants, would be sought from claimants where limited / deficient information is available (e.g. claims from telecom operators, where additional documents have been sought). Also, relevant adjustments to the verified claim amount would be made, at the appropriate time, where either – “mutual credit” has been mentioned in the claim form submitted by the claimant or; certain payments have been made (e.g. payments made through DD / wire transfer to certain prepaid distributors, as laid out in detail under the relevant section herein).
3. The verification of the claims has been done on the basis of the proof / supporting documentation of said claims, as shared by the claimant, in accordance with the prescribed documents under the provisions of the CIRP Regulations, and corroborated from the records of the Corporate Debtor. In case of any discrepancy between the details of a claim, as provided by the claimant, and the records of the relevant Corporate Debtor, the RP team has primarily relied upon the records of the relevant Corporate Debtor, except as otherwise mentioned herein (such as in cases where the claim has been verified “as per the claimant’s documents / representation”).
4. The RP team is in receipt of an extremely large number of claims from various categories of creditors. Owing to this fact, in order to carry out the claims verification process in a practical and time bound manner, the RP team has followed a liberal approach towards errors in the claim form and affidavit / declaration (as applicable) and have sought requisite clarifications, where applicable.

Further, in case of inadequate, inconsistent or no proof of claim being provided by a claimant (such as no / incomplete supporting documentation, no claimed amount mentioned in the form / affidavit / declaration, mismatch between overall claimed amount and individual claim components etc.), the RP team has reached out to claimants seeking appropriate clarifications; meanwhile, reliance has been placed on the records of the relevant Corporate Debtor for verification of said claims (as per point 2 above). Certain claimants have either not provided relevant contact details or provided incorrect / incomplete contact details and endeavors have been made to reach out to such claimants to seek appropriate clarifications.

Further, certain claimants have submitted multiple claim forms (e.g. same form and claim details submitted more than once, multiple revised forms with edits to the claim details, separate claim forms for different components of a claim, different type of forms with the same claim details etc.). In such cases, basis review,

the following has been considered, as applicable, on a case to case basis - the latest form submitted by the claimant; claim form pertaining to the nature of the debt, basis perusal of supporting documents. Further, for claims where no clarity emerged post review, appropriate clarifications have been sought from the claimant.

Further, certain claimants have submitted claims under incorrect type of form, adjudged post review of the claim details and supporting documentation – e.g. operational creditors filing Form C / D / F. Such claims have been categorized under the appropriate creditor category as per the provisions of the Code for the purpose of verification and collation of this list of creditors.

Further, certain claimants have submitted claims under an entity other than as substantiated from the records of the Corporate Debtor(s) or against multiple entities. The endeavor has been to categorize such claims under the appropriate entity as per the records of the Corporate Debtor(s); in cases where the claimant has provided goods / services to multiple entities (but has submitted a single claim form mentioning multiple entities) such claims have been categorized under the entity mentioned first in the said claim forms. Additionally, certain claimants have submitted claims under 'Aircel Smart Money Limited', a subsidiary of Aircel Limited which is not undergoing Corporate Insolvency Resolution Process ("CIRP") - such claims have not been considered for verification.

Consequently, the verification of the aforementioned claims has been done to the extent feasible, as per the aforementioned approach and receipt of further correspondence, including updated supporting documentation.

5. For claims denominated in currency other than INR, the claimed amount and related figures have been considered after converting into the equivalent INR amount, as per Regulation 15 of CIRP Regulations.
6. As part of the verification of claims, there are two additional categories of "verification" to take note of, as laid out below:
 - a. Certain claims / claim components have been categorized as "verified as contingent", on account of any or all of the following reasons:
 - i. Derived from matters which are sub-judice and disputed by Corporate Debtor(s), pending adjudication before various authorities
 - ii. Pertaining to "unbilled" portion, as claimed by numerous claimants. This pertains to cases where goods / services were provided to the Corporate Debtor(s) by such claimants, however, appropriate supporting documentation (e.g. invoices) have not been issued / submitted by the claimants owing to various reasons (such as commencement of CIRP of the Corporate Debtor(s) etc.). Appropriate clarifications and alternative supporting documents (e.g. internal workings, pro-forma invoices, email exchange between parties etc.) have been sought for such claims in order to proceed with verification
 - iii. Amounts pertaining to GST claimed by certain class of creditors (i.e. distributors), as laid out under point 8 of the notes for specific claim components under the distributors section

Accordingly, such claims have been categorized as "verified as contingent" and acknowledged on a conservative basis, and do not constitute an acceptance of liability. This should not prejudice any stand taken by the RP / relevant Corporate Debtor regarding any amount that is currently under dispute / or otherwise stated above. The primary aim in doing the aforesaid is so that any resolution applicant(s) can take said claim into consideration and make necessary provisions in the resolution plan, as appropriate, in accordance with provisions of the Code.

- b. Certain claims / claim components have been categorized as "verified as per the claimant's documents / representation", on account of:
 - i. Claimant having submitted requisite documentation (such as agreements, POs, WOs, invoices etc.) and the same is not reflecting in the books of accounts / records of the Corporate Debtor(s). Based on discussions with the personnel of the relevant Corporate Debtor, this could be on account of various reasons, including any commercial dispute between the parties, records not being updated etc. In such cases, considering the facts of the case, as well as the claimant having submitted appropriate documents, the RP team has followed a liberal approach towards verification of such claimed amount and categorized it appropriately
7. Certain claimants have submitted their claim without any claim form, as relevant to the creditor category - i.e. only submitted supporting documents, affidavit etc. The RP team had reached out to such claimants asking them to submit the appropriate and complete claim form, as per the provisions of the Code, in order for

their claim to be considered in the list of creditors of the Corporate Debtor(s). For cases where relevant documentation was received, the same have been considered for verification; for the balance cases, wherein no update was provided by the claimant - such names have been included in this list and highlighted specifically at the beginning of each list, merely for reference. However, such claims have not been considered for verification.

Claims by financial creditors:

1. The Aircel Group had entered into facility agreements dated March 29, 2014 with the rupee lenders ("Rupee facility agreement"), March 27, 2015 with China Development Bank ("CDB facility agreement"), September 25, 2014 with Nordic Investment Bank ("NIB facility agreement") and September 24, 2014 with the EKN lenders ("EKN facility agreement"). Each legal entity of the Aircel Group has been defined as an "Obligor" and Aircel Limited as the "Obligor Agent" in such facility agreements; further, pursuant to section 15 of the Rupee facility agreement, section 11 of the CDB facility agreement and section 19 of both NIB facility agreement and EKN facility agreement (*Cross Guarantee and Indemnity*), each Obligor has guaranteed to pay for an on behalf of the other Obligors for the dues outstanding under or in respect of such facility agreements, in the event of non-payment of dues by any of the Obligors ("Guarantee"). For the purpose of verification of the claims by financial creditors (banks, financial institutions), the RP team has sought a certificate of cross guarantee from the claimants, stating that they are beneficiaries of said Guarantee and that the relevant legal entity, contractually a principal debtor / co-obligor, on the basis of the Guarantee, has the relevant amount due to them, as co-extensive debt.
2. Certain financial creditors have revised their respective claim amounts post submission of Form C; in case of receipt of acknowledgment of reduction in claimed amount from the claimant, vide a written confirmation, submission of a revised form has not been sought from the claimant and the verification of the revised claim has been carried out basis the referenced written acknowledgement.
3. For banks and financial institutions, the claimed amount has been verified basis certified / official bank statements, backed by certificate under The Banker's Book Evidence Act, 1891 (as applicable), executed copies of consortium documents and the records of the Corporate Debtor (as available) and other documents as per requirements of the CIRP Regulations
4. AB Svensk Exportkredit has claimed cancellation costs as part of its claim, of which c. INR 8.8 Crores will become due on June 30, 2019 - this amount has been verified as a contingent claim.

Claims by workmen and employees:

General notes:

1. The RP team has relied on the records of the HR department of the relevant Corporate Debtor. In the event of non-availability of data with the HR department, relevant clarifications have been sought from the claimant.
2. In case the documents / information submitted by the claimant is inadequate as proof of claim, which *inter-alia* includes improperly executed documentation necessary to qualify as proof, as per the relevant Corporate Debtor's internal protocols, the claims against such component have not been verified to the extent unverifiable from the documents / information provided.
3. In case the claimant's employment with the relevant Corporate Debtor could not be verified from any relevant document (submitted as part of the claim) or from the records of the relevant Corporate Debtor, a mail has been sent to such claimant requesting the proof / details of employment of the claimant with the relevant Corporate Debtor. On non-receipt of adequate proof, such claims have not been verified.
4. In case there are references of multiple names of the claimant in Form D or there is a discrepancy between the name as per Form D and the supporting documents, the claim has been verified basis the best estimate of the correct name from the combined reading of the Form D and the supporting documents.

5. Certain personnel deployed by manpower agencies have also submitted a claim under Form D. However, it has been observed that they are not under the employment of the relevant Corporate Debtor, but of a manpower supply agency. Further, referring to the contract between the relevant Corporate Debtor and the particular manpower supply agency, the said personnel have no privity of contract with the relevant Corporate Debtor. In view of the same, such claims are not legally tenable and the same have not been verified. However, having regard to the circumstances, the approach adopted is that the aforesaid personnel could submit their claims to the respective manpower agency who could then submit the same to the RP as part of its claim, and the same would be admissible in that case (subject to verification).
6. Certain claimants have not provided a component-wise breakup of their claim amounts (i.e. submitting only a block claim amount instead), which is necessary to proceed with the verification of their claims. Relevant correspondence has been sent to such claimants, seeking such details. For such cases, the verification could have been proceeded with, only on receipt of the details sought. In the absence of such bifurcation, the RP has not been able to verify these claims and thus, such claims have not been verified.
7. In certain cases, the sum of the various components under the claim amount does not add up to the amount claimed as per Form D. In such cases, the list of claims from workmen / employees, reflect the higher of the two amounts.
8. In case of any discrepancy between the claimed amount, as per Form D, and the sum of components of the said claim, the difference between the sum of component wise bifurcation (to the extent given) and the claim amount as per Form D, has been rejected.
9. Certain employees have submitted a revised claim / component-wise claim computation sheet, which pertains to dues for the period post Insolvency Commencement Date ("**ICD**") i.e. March 12, 2018 (for Aircel Limited) or March 19, 2018 (for Dishnet Wireless Limited and Aircel Cellular Limited). However, as per the provisions of the Code, a creditor may submit a claim for dues in respect of the Corporate Debtor as on ICD. Keeping the same in view, the RP has proceeded with the verification of the original claim.
10. Certain employees which were hired as Consultants by the Corporate Debtor(s) have filed a claim by submitting Form D. The contractual arrangement between the Corporate Debtor(s) and such claimants was to provide services as a consultant on principal to principal basis, and was not a contract of employment. Further, these Consultants used to raise a monthly invoice for their services to the Corporate Debtor(s). Accordingly, these claimants have been treated as operational creditors and the status of their claim verification may be checked in the corresponding list.

Notes related to verification of specific claim components:

Gross salary (including employer Provident Fund ("PF") contribution, hardship allowance, transportation allowance, and other recurring allowances not part of CTC):

1. The salaries and other dues pertaining to the period post ICD, as the case may be, have been rejected as claim, in accordance with the provisions of the Code.
2. The salaries payable and other fixed salary related dues outstanding as on ICD, as per the records of the Corporate Debtor(s) have been verified. The claim amounts towards salaries pertaining to period prior to ICD which have been paid (pre or during CIRP), as also confirmed with records of the Corporate Debtor(s), have been rejected. Further, the relevant Corporate Debtor has already deposited the statutory dues with the relevant statutory authorities and funds till ICD; accordingly, the claim amount pertaining to salaries, if pending as per the records of the relevant Corporate Debtor, has been verified on a net basis.
3. The claimants have claimed for the PF and contributions towards 'Employee State Insurance Corporation' ("**ESIC**") deducted by the relevant Corporate Debtor under an understanding that the same had not been deposited with the relevant authorities. As per the HR department of the Corporate Debtor(s), the employee and employer contributions of PF under the Provident Fund scheme and the ESIC have been deposited with the relevant authorities until ICD and consequently the relevant claimed amount has been rejected.
4. The claimants have claimed for the TDS deducted by the relevant Corporate Debtor under the understanding that the same had not been deposited with the relevant authorities. As per the HR Department of the Corporate Debtor(s), the Corporate Debtor(s) has deposited the TDS deducted by it from the workmen / employees' salaries with the relevant authorities until ICD and consequently the relevant claimed amount has been rejected.

5. It has been observed that certain claimants, who have submitted claims on a gross earnings basis (which includes various deductions such as PF, TDS, and Aircel Club Subscriptions etc.) have also claimed for Aircel Club Subscriptions, Employee PF contributions etc. Accordingly, the claimed amount in relation to such components which already form part of the gross earnings have been rejected to avoid duplication.

Performance Linked Pay ("PLI"):

1. The claimants have claimed for an estimated amount of variable pay (performance linked incentives) as per the appointment letters or the latest available increment letters. However, the PLI should be supported by the evaluation letter where the Corporate Debtor(s) has determined the exact PLI amount to be paid to each employee upon evaluation of performance. Further, no formal evaluations had been conducted by the Corporate Debtor(s) since September 2016. Thus, no amount had been formally declared and promised by the Corporate Debtor(s) to the workmen / employees for payment. Further, RP understands that the Company(ies) / circle has not achieved its Annual Operating Plan / revenue market share targets as communicated by the past management, for the performance year 2017. Performance year 2017 comprises the period between January to December, 2017, which pertains to the period prior to the ICD. Therefore, keeping in view the relevant Corporate Debtor's past practices and the given circumstances, a decision was arrived at in consultation with the CoC that a sum equal to 70% of the PLI (as per latest available appraisal / appointment letter) shall be verified and admitted as claim. Further, the same is subject to the claim against PLI in the component wise bifurcation provided by the employee.
2. Further, as per the records of the Corporate Debtor(s), the PLI for the performance year 2016 has already been paid and settled and accordingly, the said amount has been rejected.
3. Additionally, the PLI accrues at the end of the year. In case where an employee resigns in middle of a performance year, the PLI would have only accrued at the end of the performance year in which he had resigned and accordingly, the same cannot be verified on a pro-rata basis for the performance year and has been rejected.

Sales Incentive Plan ("SIP"):

1. Certain employees of the Corporate Debtor(s) were covered under SIP instead of PLI and the employees covered under SIP were not entitled to PLI. This component was paid out on quarterly intervals, post evaluation of achievement of certain Key Performance Indicators ("**KPIs**").
2. Many employees who were covered under SIP scheme have filed a claim under PLI, claiming that PLI is similar to SIP in nature viz. variable pay, and that the same treatment be accorded to them. Accordingly, keeping in view the same and in the absence of any list of eligible / covered employees (as per the records of the Corporate Debtor(s)), it is difficult to check on a case to case basis, whether the employee is covered under the SIP scheme or not.
3. Keeping in view the basic nature of the component and basis discussions with the HR department of the Corporate Debtors, the approach followed by employees in filing the claim and the absence of a list of covered employees, this component is being treated on lines similar to PLI. Accordingly, a sum equal to 70% of the estimated PLI / SIP (as per latest available appraisal / appointment letter) due to each employee has been verified, subject to the component wise bifurcation provided by the employee.

Other variable components and bonus other than Long Term Incentives & statutory bonus:

1. The claimants have claimed for bonuses, incentives and variable pay, nature of which cannot be ascertained from the bifurcation sheets provided by them. Such amounts could only have been verified subject to receipt of relevant clarifications / information received from the claimants in this regard. However, the claimants have not submitted the required clarifications for all such cases. Accordingly, such cases have not been considered for verification and accordingly the balance amount under this category has been rejected.

Long Term Incentives ("LTI"):

1. Certain claimants have claimed for the second tranche under the LTI scheme. The same has been verified basis the 1st Tranche payouts in August 2017, subject to the component wise bifurcation provided by the employee.

Statutory bonus:

1. Certain claimants have claimed for statutory bonus, as per the provisions of The Payment of Bonus Act, 1965. However, the said liability arises only when the amount becomes due and payable as per the relevant statute. As per The Payment of Bonus Act, 1965, the amount stands due and payable after the completion of an accounting year (i.e. 31 March for the respective year for the Corporate Debtor(s)). This claim component would crystallize post ICD and hence, the amount of statutory bonus has been rejected.

Mobile handset allowance:

1. The claimants have claimed for mobile handset allowance and have provided the approval from the relevant internal authority, along with the actual handset invoice. Only in cases where the claimants have submitted such a proof, the claim has been verified. Further, the claimed amount has been rejected in the following cases:
 - a. The amount has already been paid as per the records of the Corporate Debtor(s);
 - b. Where the claimants have claimed an amount higher than their entitlement, the excess amount has not been verified;
 - c. The claim is on a date post ICD of the Corporate Debtor(s) (as applicable);
 - d. The claimants were not eligible to claim under the referenced head.

Domestic relocation allowance:

1. The claimants have claimed for domestic relocation allowance and have provided the transfer letter and the approval of expenses incurred by them signed by the relevant authority as a proof of such a claim. Further, in certain cases, the claim under this component has also been verified basis the transfer letter and the Corporate Debtors' policy with regard to this claim component. Only in cases where the claimants have submitted these proofs has the claim been verified. Further, the claimed amount has been rejected in the following cases:
 - a. The amount has already been paid as per the records of the Corporate Debtor(s);
 - b. Where the claimants have claimed an amount higher than their entitlement, the excess amount has not been verified;
 - c. The claim is on a date post ICD of the Corporate Debtor(s) (as applicable);
 - d. The claimants were not eligible to claim under the referenced head.

"Lakshay S" entitlement:

1. The claimants have claimed an amount under the "Lakshay S" entitlement scheme. The same has been verified on the basis of information available in the records of the Corporate Debtor(s). Further, in case the claimants have claimed an amount higher than the entitlement, as per the Corporate Debtors' record, the amount in excess of the entitlement has been rejected.

Out of pocket expenses:

1. The claimants have claimed for out of pocket expenses incurred by them during the course of their employment. Accordingly, they have submitted invoices along with the approvals from their supervisors / head of department / functional heads. The same has been verified keeping in view the internal approval protocols of the Corporate Debtor(s). In the absence of relevant approvals, clarifications have been sought from the claimants. However, in the absence of any relevant information / reply from such claimants, such claim component has not been verified.
2. In case the claimed amount pertains to a period post ICD, the amount has been rejected.
3. In case the amount has already been paid as per the records of the Corporate Debtor(s), the same has been rejected.

Medical insurance / accidental insurance / general term life:

1. The claimants have claimed for insurance premium paid by the Corporate Debtor(s) on behalf of the workmen / employees to insurance companies. As per the clarification from the HR department of the Corporate Debtor(s), the payment of such insurance premium was a welfare measure, paid at the discretion of the Corporate Debtor(s), of its own accord and it does not form part of fixed payment structure. Further, the Corporate Debtor(s) had already deposited the premiums to the various insurance companies until February 2018. Accordingly, the claims pertaining to these components have been rejected.

Gratuity:

1. It has been observed that claimants have filed claims in relation to gratuity, even though they are currently on the payroll of the Corporate Debtor(s) (as on ICD). However, gratuity is payable only on separation of an employee from the relevant Company as set out under the Payment of Gratuity Act, 1972. Accordingly, all such claims in relation to gratuity filed have been rejected.
2. Further, it has been observed that the claimants who have not completed 4 years and 240 days of services (i.e. the minimum tenure of service to be eligible for gratuity, as per the Payment of Gratuity Act, 1972) as on ICD or the date of separation, whichever is earlier, have also claimed for gratuity. The referenced claimed amount in such cases has been rejected.
3. In relation to the workmen / employees who had left the employment of the Corporate Debtor(s) prior to ICD and are eligible for Gratuity under the Payment of Gratuity Act, 1972, a corresponding amount has already been transferred to the gratuity fund by the Corporate Debtor(s) and is being paid upon submission of the request for payment to the trust by the concerned employee along with an executed undertaking. The process of payment is ongoing. Accordingly, the claim amount pertaining to this component has been rejected.

CTC increment for 2016, 2017 and 2018:

1. As per the records of the Corporate Debtor(s), no formal appraisals took place or were declared in the performance year 2016 and subsequent years. However, the claimants have estimated and accordingly, claimed for an increment. In light of the same, claim amount under the reference head has been rejected.

Severance package:

1. The claim in relation to severance package can only materialize on termination of employment by the Corporate Debtor(s), on grounds of layoffs and downsizing. Further, the Corporate Debtor(s) has a specific severance policy for such cases, and as per the HR department, the payments to such workmen / employees have already been settled up to ICD. Accordingly, this claim component has been rejected.

Notice pay and leave encashment:

1. It has been observed that the claimants have claimed notice pay and leave encashment, despite being on the payroll of the Corporate Debtor(s), as on the ICD. However, as per the relevant policies of the Corporate Debtor(s), the same is payable only on separation of workmen / employees from the Corporate Debtor(s). Accordingly, in such cases, the referenced claimed amount has been rejected.
2. Further, as per the Corporate Debtors' policy, the workmen / employees are entitled for leave encashment only in relation to privileged leaves (restricted to 14 days through an internal circular dated December 19, 2017) and no other leaves, such as maternity and sick leaves, are eligible for encashment. Accordingly, only the relevant portion of the claimed amount has been verified.

Full & Final settlement and deductions:

1. In case of workmen / employees who have resigned, retired or separated from the Corporate Debtor(s) prior to the ICD, the RP team has relied on the Full & Final settlement statement issued by the Corporate Debtor(s) to such individuals, in order to verify their claims. Accordingly, the dues outstanding to these employees as per the records of Corporate Debtors have been verified to such extent, and the excess claim has been rejected.

Claim for attending court for witness against 65B Certificate:

1. A few claimants have claimed an amount in relation to potential expenses that could be incurred for appearing as witness against certificate issued by them in the capacity of alternate nodal officers under Section 65B of the Evidence Act, 1872. However, since the aforementioned liability has not materialized as on ICD, the same has been rejected.

Prepaid Balances:

1. Certain employees have claimed an amount pertaining to the prepaid balance on their employee number, which was provided as an additional benefit by the Corporate Debtor(s). However, this component was over and above the CTC of an employee and there was no underlying transaction involved. Accordingly, the claim against this component has been rejected.

Claims by operational and other creditors (distributors):

General notes:

Segregation of amount claimed into Form B and Form F:

1. The amount claimed by distributors has been segregated as operational debt and other debt (i.e. as an operational creditor and other creditor, as per the provisions of the Code), basis the various components of the claim, as laid out below:
 - a. Operational Debt: Claim amount with respect to specific components, such as commissions / scheme related dues / marketing expenses / pay-outs or any such pending claims
 - b. Other Debt: Claim amount not forming part of operational debt, as stated above

Considering the aforementioned liberal approach towards review of claim forms and ease of logistics and having regard to a large number of distributors, the distributors have not been requested to resubmit revised claim forms, bifurcating the claim amount into Operational Debt and Other Debt and the exercise has been directly carried out as part of the verification of such claims. The distributors are being informed about the segregation of their respective claimed amounts vide e-mails.

Categorization of claim under appropriate legal entity of Aircel Group:

1. The claims filed by distributors have been classified under the relevant Corporate Debtor viz. Aircel Limited, Dishnet Wireless Limited and Aircel Cellular Limited based on the circle of operation of the respective distributor. The circle has been identified basis the information provided as part of the claim and adequate checks have been carried out to ensure correct mapping of circle as per the records of the Corporate Debtor.

Discrepancy between the total claimed amount and various components of the claim:

1. The claimed amount comprises of various components such as commissions, scheme related dues, marketing expenses, claim for unsold e-stock and paper vouchers, security deposit etc. as per details contained in the claim form submitted.
2. There are cases in which there is a discrepancy between the total amount claimed, as per the form and the sum of various components as per the supporting documentation provided as part of the claim. In such cases, the sum total of the various components has been considered as the amount claimed and the verification has been carried out accordingly.
3. For the claimants who have not provided the bifurcation of the claim into various components in their respective Forms, the amount claimed has not been segregated into Operational Debt and Other Debt and the total amount claimed is categorized under the Form in which they have submitted their claims.

Correspondences were sent to such claimants seeking bifurcation of the claim amount into various components and basis receipt of incremental information, the claimed amount and verified figures for such claimants were updated.

Claimants who have filed both Form B and Form F:

1. It has been observed that some of the claimants have filed both Form B and Form F with the same claim amount. Such claims have been considered as one claim and have been segregated into Form B and Form F, basis the aforementioned classification.

Claimants who have filed more than one claim form:

1. In case of multiple claims from a claimant, the RP team has adopted a liberal approach in addressing such anomalies. The claim with largest total claimed amount has been considered for verification of the components which are common across the multiple claims submitted. For remaining components, which are unique across such claim forms, the same have been verified on a case by case basis.

Claimants not found in the records of the Corporate Debtor(s):

1. The RP team has not been able to verify the claim details of certain claimants, owing to the fact that details of such claimants do not appear in the records of the Corporate Debtor(s). The RP team has engaged with the relevant personnel of the Corporate Debtor(s), including the appropriate circle offices, in order to establish the identity of such claimants – in cases where no headway has been made post such efforts, relevant correspondence has been sent, seeking further documentation (such as executed agreements, email communication, alternative identification etc.) to substantiate the claim. Such claims have been verified, to the extent feasible, basis receipt of aforementioned clarifications.
2. Further, certain claimants have not provided any contact information (email, phone number etc.) – physical letters have been sent to such claimants, seeking the aforementioned documentation and the verification has been carried out basis receipt of appropriate response. Where no response was received within the stipulated timelines, the claims have not been verified.

Adjustment on account of payment made to prepaid distributors:

1. Payments have been made, vide demand drafts and wire transfers, towards c.22% of the aggregate verified claim amount (across operational and other debt) to prepaid distributors. Considering the large number of distributors who have filed claims, the process is an ongoing one – relevant details have also been sought in order to effect such transfer and consequently, the verification figures of such claimants are still subject to appropriate adjustments on account of such payments.

Notes related to verification of specific claim components:

1. Components classified as Operational Debt: The amount classified as Operational Debt (as per aforementioned approach) has been verified as per the data / information provided by the various circle offices of the Corporate Debtor.
2. E-Stock: For verification of amount claimed for unsold e-stock, the RP team has relied on the "Pre-tups" report of the Corporate Debtor. Pre-tups is a system used by the Corporate Debtor to maintain distributor wise inventory of e-stock.
3. Paper Stock: For verification of the amount claimed under the component "paper stock" the RP team has relied on the information provided by the circle offices of the Corporate Debtor in respect of such balances for verification of said amount.
4. e-KYC device payment: The amount claimed for reimbursement of e-KYC devices has been rejected, considering that such devices can be used by the claimants for their routine work (i.e. unrelated to the Corporate Debtor) and the fact that such devices have not been returned to the Corporate Debtor.
5. SAP balances: Some of the claimants had negative SAP balances, as per the records of the Corporate Debtor. Such negative balance signifies the amount owed by the claimants to the Corporate Debtor. Accordingly, the same has been adjusted against the amount verified for such claimants.

6. Interest: Certain claimants have claimed interest on the total claimed amount. Such interest amount has been rejected on account of no reference of a relevant interest clause in the distributor agreement entered by the claimants with the Corporate Debtor.
7. Distributors not identified in the books of accounts of the Corporate Debtor: There are certain claimants who are not identifiable in the outstanding dues report, as provided by the Corporate Debtor, due to unavailability of a unique identifier / relevant identification information. Such claimants have been reached out vide emails or over phone calls (in absence of email address) in order to seek such information. The verification of the aforementioned set of claimants has been done basis review of the documents submitted, i.e., where a valid Form / affidavit and supporting documents (e.g. agreement copy, invoices, mail correspondence etc.) has been submitted. However, there are certain claims where no / deficient documents have been submitted and no response has been received despite following up – accordingly, such claims have been rejected.
8. GST: The claimants have claimed for GST amount paid at the time of purchase of e-recharge stock or recharge coupons / SIMs. Since the Corporate Debtor, owing to the circumstances of the ongoing CIRP and operational challenges thereof, had neither filed GST returns, nor deposited GST liability (at the time of conclusion of the claims verification process), the claimants have not been able to utilize the Input Tax Credit. The said component has been verified as contingent, subject to no receipt of claim from relevant tax authorities till approval of a resolution plan.

Claims by operational creditors (vendors):

General notes:

1. For the purpose of claim verification of a particular entity of Aircel Group, invoices pertaining to only that entity have been considered.
2. The SAP accounting system of the Corporate Debtor has been relied upon, in order to verify the claim component on account of outstanding invoices.
3. Certain invoices, as submitted and claimed by the claimants do not appear in the records of the Corporate Debtor. In such cases, the RP team has followed a liberal approach towards verification of amount claimed on account of such invoices. The RP team has been informed by the personnel of the Corporate Debtor that books of accounts / SAP system have been updated only till February 20, 2018. In light of the same, a cut-off date of January 1, 2018 has been considered i.e. claim on account of an invoice (pro-forma or final) dated on or after January 1, 2018, subject to billing period not exceeding ICD has been considered as verified. Further, for such set of invoices dated before January 1, 2018, the same have been categorized under "verified as per the claimant's documents / representation", as per aforementioned approach (under "*General notes applicable to the overall claims verification process*").
4. In addition to the aforementioned, for a notable volume of vendor claims (except as mentioned otherwise in this document), the RP team observed significant differences between the details of the claims received and the records of the Corporate Debtor(s); for such claims, the supporting documents were reviewed and found to be in order (e.g. proper invoices, complete agreements, work / purchase orders etc.). Therefore, in light of the aforementioned liberal approach towards verification of claims, in conjunction with the fact that the claimant has submitted appropriate documentation, such claims have been categorized under "verified as per the claimant's documents / representation" (as referenced under "*General notes applicable to the overall claims verification process*"), subject to due verification. Further, within such claims, for claim over INR 1 crore, an additional set of documents have been sought (such as a third party CA certified balance confirmation and a certified copy of the claimant's statement of accounts, reflecting the outstanding balance against the Corporate Debtor(s)). Relevant correspondence has been sent for the same and the verification has been conducted appropriately.
5. The claim on account of invoices with billing period beyond ICD has not been verified in accordance with the provisions of the Code.
6. Certain claimants have claimed interest on account of outstanding dues. Only in case the said interest amount is substantiated with a relevant proof (such as an appropriate contractual basis) indicating the terms of charging interest, including rate of interest, along with a detailed working, the same has been verified. Further, the interest claimed by claimants under the provisions of The Micro, Small and Medium Enterprises Development Act, 2006("MSME Act") has been verified (till ICD).

7. Certain claimants have not submitted complete documentation in support of the amount claimed. This includes (indicative illustration, not an exhaustive list):
 - a. Relevant claim form as per the provisions of the Code, i.e. claims have been received with only supporting documentation, but without any accompanying claim form (as mentioned under the "*General notes applicable to the overall claims verification process*")
 - b. Invoices / agreements / work orders etc. not submitted for the full amount claimed

Appropriate clarifications and documents were sought from such claimants by sending out e-mail(s) and reminder(s) regarding the pending portion of their claim. The pending portion has been rejected in case of non-receipt of clarifications and documents from the claimant within the stipulated timelines for verification of claims, as stated above.

8. Claims have been submitted by major telecom operators – the RP team has had extensive discussions with the relevant personnel of the Corporate Debtor(s) (as available), in order to understand and ascertain the methodology to be undertaken for verification of said claims, owing to their technical nature. However, there have been significant challenges in making headway, owing to numerous reasons, primarily owing to lack of information and relevant personnel availability with Corporate Debtor(s), data being recorded in multiple systems and by personnel in different departments and locations (which are now unavailable / inaccessible owing to operational reasons) – this has added to the complexity of validation of the information provided by such claimants. Accordingly, for such cases, additional documentation had been sought from the claimant – a balance confirmation certified by their auditor, as well as a certified copy of the claimant's statement of accounts, reflecting the outstanding balance against the Corporate Debtor(s). Considering the facts of the case, the aforementioned liberal stance in terms of verification of claims, as well as keeping in view that the claimant has provided supporting documentation in regards to their claim, such claims have been categorized under "verified as per the claimant's documents / representation", as per aforementioned approach (under "*General notes applicable to the overall claims verification process*"). Certain claimants are yet to submit the aforementioned documents – at the time of disbursement / settlement of such claims, as per the terms of an approved resolution plan (as the case may be), the pending documentation will be sought.
9. Certain personnel who were hired as consultants by the Corporate Debtor(s) have filed a claim by submitting Form D. In relation to the claims filed by such consultants, it is submitted that:
 - a. The contractual arrangement between the Corporate Debtor(s) and such claimants was a contract to provide services as a consultant on principal to principal basis, and is not a contract of employment. Further, these Consultants used to raise a monthly invoice for their services to the Corporate Debtor(s). Accordingly, these claimants have been treated as operational creditors.
 - b. In case the retainership fees has already been settled for the period prior to ICD as per the Corporate Debtor(s) records, the claim against such component has been rejected.
 - c. Certain claimants have claimed for an estimated sum of annual performance pay. The same has been verified subject to submission of proof of entitlement of the said component along with relevant evaluations proof and approval from the relevant authority, wherever applicable. In the absence of any such proof, the same has been rejected.
 - d. Certain claimants have claimed for CTC increments and leave encashment without providing any supporting documents / proof of entitlement of the same. Accordingly, the RP has not been able to verify such amounts and thus, in the absence of any documentary evidence, the claim under this category has been rejected.
 - e. Any other claim component has been verified subject to submission of a valid proof of entitlement to the corresponding component.

Specific notes for the below (apart from the aforementioned general notes):

1. The RP team has been informed that the Corporate Debtor(s) had surrendered telecom licenses in six circles viz. Madhya Pradesh, Gujarat, UP West, Maharashtra, Haryana and Himachal Pradesh ("**Surrendered Circles**") in December 2017 and had duly sent written communication(s) to all passive infrastructure providers i.e. tower companies, intimating about the same and requesting not to raise any invoices from February 1, 2018 onwards. The invoices from tower companies which pertain to Surrendered Circles for the billing period on / after February 1, 2018 have not been considered for the purpose of claim verification.

Bharti Infratel Limited:

1. Basis the opinion sought from the legal advisor of the RP, the entities of the Aircel Group are not jointly and severally liable towards claims under specific entity of Aircel Group. Hence, claim on account of invoices not in the name of the entity for which the claim has been submitted have been rejected.
2. Basis the opinion sought from the legal advisor of the RP, Aircel entities are under the insolvency resolution process and a moratorium under Section 14 is currently applicable. Further, as per the provisions of the Code, the RP has a responsibility to endeavor to protect and preserve the value of the property of a Corporate Debtor. Having regard to the aforesaid objective, termination vide notice dated March 22, 2018 (post ICD) sent by the claimant on account of occurrence of "insolvency event" has not been accepted by the RP, and therefore, on that basis the corresponding exit amount claimed has not been verified.
3. In respect of interest on exit amount, post perusal of the clarifications / documents shared by the claimant, the legal advisor of RP is of the opinion that the RP does not have the authority to award interest under the Interest Act, 1978 ("**Interest Act**") since the same lies within the ambit of authority/discretion of a court. Further, the situation envisaged under the CIRP is different from the context in which interest is awarded under the Interest Act, and hence such interest has been rejected.
4. The claim towards exit amount arising on account of sites pertaining to the Surrendered Circles / voluntarily exited by Corporate Debtor(s) prior to ICD have been verified, subject to receipt of clarifications / documents, as sought from the claimant.

ATC Telecom Infrastructure Private Limited:

1. Basis the opinion sought from the legal advisor of the RP, a supplement claim on account of lock-in charges / exit fees, for which a formal notice of termination has not been issued by the Corporate Debtor to the claimant as on ICD has been rejected. The Master Service Agreement contains a clause regarding payment of exit charges upon exit from a site by Corporate Debtor(s) prior to the expiry of the lock-in period. In the absence of specific intimation made by Corporate Debtor(s) regarding exit from a site, the same cannot be assumed and the claims in respect of exit charges for such sites have not been admitted.
2. The claim towards exit amount arising on account of sites pertaining to the Surrendered Circles / voluntarily exited by Corporate Debtor(s) prior to ICD have been verified, subject to receipt of clarifications / documents, as sought from the claimant.

Indus Towers Limited:

1. Basis the opinion sought from the legal advisor of the RP, Aircel entities are under the insolvency resolution process and a moratorium under Section 14 is currently applicable. Further, as per the provisions of the Code, the RP has a responsibility to endeavor to protect and preserve the value of the property of a Corporate Debtor. Having regard to the aforesaid objective, termination vide notice dated March 23, 2018 (post ICD) sent by the claimant on account of occurrence of "insolvency event" has not been accepted by the RP, and therefore, on that basis the corresponding exit amount claimed has not been verified.
2. The claim towards exit amount arising on account of sites pertaining to the Surrendered Circles / voluntarily exited by Corporate Debtor(s) prior to ICD have been verified, subject to receipt of clarifications / documents, as sought from the claimant.
3. Interest has been claimed on delayed payments and "interest invoices" have been provided as proof; the said invoices do not appear in the books of accounts of the Corporate Debtor – however, interest component has been recorded as part of a joint reconciliation statement signed by both parties as on 30th September, 2017. Consequently, this claim amount has been verified basis the claimant's documents and representation, as per the different categories of verification stated above.

Tower Vision India Private Limited:

1. Basis the opinion sought from the legal advisor of the RP, the entities of the Aircel Group are not jointly and severally liable towards claims under specific entity of Aircel Group. Hence, claim on account of invoices not in the name of the entity for which the claim has been submitted have been rejected.
2. Basis the opinion sought from the legal advisor of the RP, the exit amount on account of insolvency petition against the Corporate Debtor(s) being admitted by the NCLT is not tenable. Clause 1.5 of the agreement provides that exit charges are payable in case Corporate Debtor(s) exits from a site prior to the expiry of

the lock-in period (unless exempted under the provisions of the aforesaid clause). In view of the above, since there has been no communication made by Corporate Debtor(s) for exit except Surrendered Circles, the same could not be assumed to be exited and amounts in this respect have been rejected.

Reliance Infratel Limited:

1. Basis the opinion sought from the legal advisor of the RP, claim on account of lock-in charges / exit fees, for which a formal notice of termination has not been issued by the Corporate Debtor to the claimant as on ICD has been rejected. The Master Service Agreement contains clause regarding payment of exit charges upon exit from a site by Corporate Debtor(s) prior to the expiry of the lock-in period. In the absence of specific intimation made by Corporate Debtor(s) regarding exit from a site, the same cannot be assumed and the claims in respect of exit charges for such sites have not been verified.
2. The claim towards exit amount arising on account of sites pertaining to the Surrendered Circles / voluntarily exited by Corporate Debtor(s) prior to ICD have been verified, subject to receipt of clarifications / documents, as sought from the claimant.

ATC Infrastructures Services Ltd (earlier known as Idea Cellular Infrastructures Services Ltd):

1. Basis the opinion sought from the legal advisor of the RP, claim on account of lock-in charges / exit fees, for which a formal notice of termination has not been issued by the Corporate Debtor to the claimant as on ICD has been rejected. The Master Service Agreement contains clause regarding payment of exit charges upon exit from a site by Corporate Debtor(s) prior to the expiry of the lock-in period. In the absence of specific intimation made by Corporate Debtor(s) regarding exit from a site, the same cannot be assumed and the claims in respect of exit charges for such sites have not been verified.
2. The claim towards exit amount arising on account of sites pertaining to the Surrendered Circles / voluntarily exited by Corporate Debtor(s) prior to ICD have been verified, subject to receipt of clarifications / documents, as sought from the claimant.

ACME Cleantech Infraventure Limited and ACME Cleantech Solutions Private Limited:

ACME Cleantech Infraventure Limited and ACME Cleantech Solutions Private Limited have submitted respective claims for Aircel Limited, for which certain supporting documents include invoices in the name of Dishnet Wireless Limited. Considering that both claimants have also filed separate claims for Dishnet Wireless Limited (for the same amount), such amounts have been rejected from their respective claims against Aircel Limited and appropriately verified in claims made against Dishnet Wireless Limited.

GTL Infrastructure Limited:

GTL Infrastructure Limited ("GIL") has filed revised claims as a financial creditor vide Form C dated October 12, 2018 and also filed claims as an operational creditor vide Form B for the Aircel Group.

The claim submitted vide Form C was admitted as financial debt upon submission of revised claim, relying on GIL's submissions, subject, however to further verification. GIL was also requested to provide the treatment of the transaction under the Existing Site Agreement ("ESA") vide emails dated June, 14 2018 and January 7, 2019 and as well as in the meeting of the CoC dated January 7, 2019, in order to duly verify the claim of financial debt submitted. However, in spite of several reminders, no clarification has been provided on the treatment of such claim against Aircel Group as per GIL's books of accounts.

Notwithstanding the aforesaid, the RP has further reviewed and re-verified GIL's claim under the ESA under the provision of Regulation 14(2) of CIRP Regulations. Basis such verification, the RP is of the view that the underlying transaction under the ESA has the trappings of a finance lease though it may be classified as an operational lease due to inter alia the following reasons:

- i. The Supreme Court in the case of *Association of Leasing and Financial Service Companies v. Union of India* ((2011) 2 SCC 352) has defined a financial lease as, "A finance lease transfers all the risks and rewards incidental to ownership, even though the title may or may not be eventually transferred to the lessee". Further, the Accounting Standard (AS) 19 issued by the Institute of Chartered Accountants of India ("AS 19") defines a financial lease as "A financial lease is a lease that transfers substantially all the risks and rewards incidental to the ownership of an asset." AS 19 defines "operating lease" as "a lease other than a finance lease".

- ii. The RP notes that the ESA provides the term of the lease to be until 2025 (from 2010) subject to renewal for 5 (five) years until 2030. Basis the facts at hand, it is not determinable if the period until 2030 is the complete useful life of the assets, a crucial ingredient for distinction of financial lease from operating lease.
- iii. The RP further notes that one of the key components of a financial lease is the transfer of entire risks and rewards pertaining to the leased property to the lessee. On the other hand, GIL is well aware that the infrastructure (towers) are in fact shared among multiple telecom operators including the Corporate Debtors. Accordingly, it is noted that it cannot be prima facie established whether the Corporate Debtors enjoy exclusive benefits of the assets accruing from incremental rentals from other tenants of the assets.
- iv. Further, the RP refers to clause 20.1 of the ESA which states that GIL is responsible for procuring and maintaining comprehensive insurance on the facilities installed and maintained at the sites by GIL, which further buttresses the fact that the entire risk of the assets has not been passed to the Corporate Debtor.
- v. The RP also notes, as set out earlier, that GIL had initially submitted its claim as an operational creditor and thereafter, submitted its claim as a financial creditor (in September, 2018, almost 5 (five) months from submission of its initial claim) claiming the transaction to be a finance lease which was admitted by the RP, in this regard, it is pertinent to mention that while filing Form B (as operational creditor), GIL had also relied on the ESA in question, which approach appears to be in line with its books of accounts. However, GIL has subsequently revised the claim to that of financial debt relying again on the same ESA.
- vi. Further, it is to be noted that GIL despite repeat requests has refused to confirm the treatment to such lease accorded by it in its books of accounts and on perusal of the RP notes (from publicly available records) it prima facie appears that GIL has not categorized the aforesaid transaction as financial lease as per its financial statements and "financial lease receivables" have not been recorded therein. The RP also understands that GIL continues to claim depreciation on these assets thereby treating the assets as its own assets. This action of GIL also raises the question in one's mind about whether a claimant can indeed legally claim such dues as are not recorded per their own books of account, just to benefit from the serious distress of the Corporate Debtors, basis the accounting treatment undertaken by the previous management of the Corporate Debtors
- vii. It is further noted that in its letter dated November 30, 2018 (in response to the letter of the RP dated November 20, 2018), GIL has not agreed to the proposition for transfer of the beneficial interest of the assets to the Corporate Debtors. This further puts in question the very claim by GIL of the said assets being under finance lease as qua (vi) above neither do they accord them such treatment per their books of accounts, not do they acknowledge the resting of the beneficial interest of the assets to the Corporate Debtors, for their remaining economic life, as would be the case, if they indeed were a finance lease. It seems that Gil is desirous of accelerating claims, contrary to their existing contract, without transferring the beneficial interest in the assets to the distressed Corporate Debtor

In summary a) GIL filed claims as operational creditor b) there is significant doubt on the actual nature of the underlying lease c) GIL does not recognize the underlying lease as a finance lease in its books yet it changed its claim to that of a financial creditor from an operational creditor d) on suggestion by the RP that for recording the claim as a finance lease and hence GIL as a financial creditor, the beneficial interest in the underlying asset needs to rest with the Corporate Debtor for the economic life of the asset, GIL denied such rights to the Corporate Debtors. In light of the aforesaid, the claim of GIL under the ESA, as on ICD, is re-classified as an operational debt.

Note related to verification of Form C:

1. Overdue: GIL has claimed amount due against outstanding / overdue invoices, including amount pertaining to the period from December 2017 to March 2018, for which the claimant has only provided pro-forma invoices and relevant correspondence with the Corporate Debtor(s). The amount has been corroborated from the records of the Corporate Debtor, as per aforementioned approach and accordingly verified. For the amount related to pro-forma invoices, amounts pertaining to service / billing period post ICD and related to the Surrendered Circles have been rejected and the balance amount has been considered for verification.
2. Claim for unpaid financial debt under Existing Site Agreement: GIL has claimed service fees and other related charges for all sites under the ESA for the balance term, i.e. till January 13, 2030, factoring in escalation as well. In respect of the admission of such claim (for future rentals) in respect of the ESA i.e. post ICD, it is pertinent to refer to Regulation 13 of the CIRP Regulations which provides that the RP is required to verify claims as on ICD. Accordingly,
 - a. the claim of amounts payable arising after the ICD under the ESA cannot be admitted owing to the fact that the aforesaid amounts have not become due and payable as on the ICD
 - b. there are no contractual terms or legal concepts permitting GIL to accelerate future payments. The RP also notes that the ESA does not have a termination clause and does not prescribe consequences of termination. Yet, GIL has made claim for the remaining term of the ESA

For reasons stated herein above and such other reasons and information made available, such claim component has been rejected

Note related to verification of Form B:

1. SLA credit dues under the Settlement Agreement: GIL has claimed amount towards SLA credit dues, payable under the terms of the Settlement Agreement dated May 24, 2014, entered between the Corporate Debtor(s) and the claimant. Basis review, the said amount has been verified.
2. Interest on SLA credit dues under the Settlement Agreement: GIL has claimed interest on the SLA credit dues under the Settlement Agreement. Considering the absence of any clause in the referenced agreement for levying of interest, and the terms thereto, the said amount has been rejected.
3. Claim under the settlement agreement dated January 30, 2017 executed with Municipal Corporation of Delhi ("**MCD**"): GIL has claimed for "MCD charges under settlement agreement executed with MCD", which was entered between the IPs (including GIL), MCD and Cellular Operators Association of India ("**COAI**"), wherein the member companies of COAI (including the Corporate Debtor(s)) agreed to bear the financial impact of MCD charges. However, considering the liability has not yet been assessed and finalized by MCD as on ICD (respective for the Corporate Debtor(s)), and subsequently, GIL has not yet made any payments to MCD in this regard, the said claimed amount has been rejected.
4. Claim against property tax: GIL has claimed for property tax paid by it to various municipal corporations, as was levied on the tower sites of various IPs. The claimant issued letters to the Corporate Debtor(s) seeking reimbursement of said amount to which the Corporate Debtor(s) did not express agree. Further, as per the Business Transfer Agreement entered between the Corporate Debtor(s) and the claimant, the IP is liable to pay for all the taxes due against the tower sites. Accordingly, the said amount has been rejected.

GTL Limited

GTL Limited ("GTL") has filed revised claims as an operational creditor vide Form B dated October 27, 2018 for Aircel Group.

1. Overdue: GTL has claimed amount due against outstanding / overdue invoices, including amount pertaining to March 2018, for which the claimant has only provided pro-forma invoices and relevant correspondence with the Corporate Debtor(s). The amount has been corroborated from the records of the Corporate Debtor, as per aforementioned approach and accordingly verified. For the claim against ACL, the pro-forma invoices provided pertain to AL. Accordingly, the amount claimed for ACL has been considered for AL and correspondingly, the same has not been verified in ACL. For the amount related to pro-forma invoices, amounts pertaining to service / billing period post ICD and related to the Surrendered Circles have been rejected and the balance amount has been considered for verification.
2. Claim for balance term: GTL has claimed amount towards exit charges for the balance term of the Energy Management Agreement. Basis the opinion sought from the legal counsel to the RP, the said amount is not tenable, considering the absence of a termination clause in the Energy Management Agreement ("**EMA**") or the amendment(s) thereto, entered between the Corporate Debtor(s) and the claimant. Further, there is no liability to pay any "exit amount", as per the terms and provisions of the EMA. Basis the aforesaid, the captioned claimed amount has been rejected.

Claim by Department of Telecommunications ("DoT"):

DoT had filed a claim against the Aircel Group vide Form F dated April 5, 2018. Thereafter, a revised claim was filed (Form F), dated August 16, 2018, amounting to INR 9,894.13 crore.

Post review of claim details and basis inputs from legal counsel, the said claim is covered under the ambit of Regulation 7 of the CIRP Regulations read with the definition of "operational creditor" and "operational debt" as defined under the Code. Further, considering that DoT is a Government agency and any dues (whether disputed or undisputed) claimed by the Central Government, any State Government or any local authority is covered under operational debt, therefore, the claim by DoT falls under the ambit of operational creditor.

Further, on account of the judgement pronounced by Hon'ble Supreme Court dated October 24, 2019 in the matter of Union of India v. Association of Unified Service Providers of India and Ors. ("Judgement") in relation to definition of Adjusted Gross Revenue ("AGR") for calculation of License Fee ("LF") and Spectrum usage charges

("SUC") (collectively referred as "AGR Dues"), the claim components of DOT pertaining to LF and SUC dues, which were earlier treated as contingent claims (on account of the matter being sub-judice), have now crystallized pursuant to the Judgement and accordingly have been verified and admitted as operational debt.

Furthermore, an additional amount of c.INR 404 crores (AL – c.INR 115 crores, DWL – c.INR 117 crores and ACL – c.INR 172 crores), towards claim on account of the revised AGR calculation pursuant to the Decision, has been duly admitted by the RP as operational debt. An intimation to this effect has also been made to the DOT vide letter dated February 23, 2020.

In addition to above, amount claimed in DWL on account of "Penalty liquidity damages" is sub-judice and pending adjudication before various authorities. Accordingly, the said component as reflected in the claim has been verified and acknowledged on a conservative basis as "verified as contingent"; however the same does not constitute an acceptance of liability. This should not prejudice any stand taken by the RP / Corporate Debtor regarding any amount that is currently under dispute. The primary aim in doing the aforesaid was so that any potential resolution applicant(s) could take the said claim into consideration and make necessary provisions in the resolution plan, as appropriate, in accordance with the Code.

Additionally, the admitted claim does not consider any adjustment against bank guarantees invoked / encashed by the DoT.

Furthermore, while DoT has filed a common claim form against Aircel Group, the breakup of the claim amounts across the entities has been received subsequently as clarification from DoT. The claim has been accordingly segregated among the three entities, as applicable.

The aforesaid treatment is without prejudice to the rights of the Corporate Debtor under applicable laws and contract to challenge any computation/ determination made by the relevant authority.

AIRCEL LIMITED

LIST OF CLAIMS FROM FINANCIAL CREDITORS - AIRCEL LIMITED

S. No.	Creditor name	Amount claimed (INR)	Amount verified (INR)
1	AB Svensk Exportkredit	6,62,00,83,776	5,42,11,73,252
2	Bank of Baroda	20,81,91,47,600	20,77,51,41,841
3	Canara Bank	19,14,79,47,434	19,14,79,47,434
4	China Development Bank Corporation	27,19,09,44,975	27,19,09,44,975
5	EXIM Bank	4,32,54,92,183	4,32,54,92,183
6	J & K Bank	3,45,58,05,768	3,45,58,05,768
7	L&T Infrastructure Finance	2,13,77,17,447	2,13,77,17,447
8	NORDIC Investment Bank	5,56,68,00,193	5,56,68,00,193
9	Punjab National Bank	29,86,11,47,242	29,86,08,37,252
10	Standard Chartered Bank	3,43,05,64,293	3,43,05,64,293
11	State Bank of India	72,46,14,14,539	72,46,12,23,720
12	Syndicate Bank	4,11,72,59,620	4,11,40,82,570
	Grand Total	1,99,13,43,25,071	1,97,88,77,30,929

**DISHNET WIRELESS
LIMITED**

LIST OF CLAIMS FROM FINANCIAL CREDITORS - DISHNET WIRELESS LIMITED

S. No.	Creditor name	Amount claimed (INR)	Amount verified (INR)
1	AB Svensk Exportkredit	6,62,08,90,923	5,42,83,32,314
2	Bank of Baroda	20,86,09,14,599	20,81,42,60,258
3	Canara Bank	19,18,76,49,282	19,18,76,49,282
4	China Development Bank Corporation	27,22,61,77,578	27,22,61,77,578
5	EXIM Bank	4,33,48,05,562	4,33,48,05,562
6	J & K Bank	3,46,29,53,702	3,46,29,53,702
7	L&T Infrastructure Finance	2,14,21,49,846	2,14,21,49,846
8	NORDIC Investment Bank	5,57,45,46,346	5,56,39,52,558
9	Punjab National Bank	29,91,73,09,069	29,91,71,41,002
10	Standard Chartered Bank	4,02,40,000	4,02,40,000
11	State Bank of India	72,64,81,19,440	72,64,81,19,430
12	Syndicate Bank	4,12,49,62,213	4,12,15,20,858
	Grand Total	1,96,14,07,18,559	1,94,88,73,02,390

**AIRCEL CELLULAR
LIMITED**

LIST OF CLAIMS FROM FINANCIAL CREDITORS - AIRCEL CELLULAR LIMITED

S. No.	Creditor name	Amount claimed (INR)	Amount verified (INR)
1	AB Svensk Exportkredit	6,62,08,90,923	5,42,83,32,314
2	Bank of Baroda	20,86,09,14,599	20,81,42,60,258
3	Canara Bank	19,18,76,49,282	19,18,76,49,282
4	China Development Bank Corporation	27,22,61,77,578	27,22,61,77,578
5	EXIM Bank	4,33,48,05,562	4,33,48,05,562
6	J & K Bank	3,46,29,53,702	3,46,29,53,702
7	L&T Infrastructure Finance	2,14,21,49,846	2,14,21,49,846
8	NORDIC Investment Bank	5,57,45,46,346	5,56,39,52,558
9	Punjab National Bank	29,91,73,09,069	29,91,71,41,002
10	State Bank of India	72,64,81,19,440	72,64,81,19,430
11	Syndicate Bank	4,12,49,62,213	4,12,15,20,858
	Grand Total	1,96,10,04,78,559	1,94,84,70,62,390