

"Save Energy For Benefit of Self & Nation"

DAKSHIN GUJARAT VIJ COMPANY LIMITED
(An ISO 9001:2008 Certified Company)

: Piprod Division office:

Opp E-Space, Bhagwan Mahavir College Cross Road, New VIP Road,
SURAT: 395 007.

Email: do.eepiplod@gmail.com

NO. PIPD/O&M/17/ ~~No~~ 4 7 6 4

Date: 11.08.2017

To

Shri Satish Kumar Gupta,
Interim Resolution Professional,
C/o Alvarez & Marsal India Private Limited,
Units 703 & 704, 7th Floor, Tower A,
Peninsula Corporate Park, Ganpatrao Kadam Marg,
Lower Parel (West),
Mumbai – 400013.

Sub: Regarding lodging of claim in respect of recovery of dues of M/s. Essar Steel India Limited (ESIL) with Interim Resolution Professional (IRP) in accordance with order dated 2nd August 2017 passed by the National Company Law Tribunal, Ahmedabad Bench.

Ref : Public Announcement dated 05.08.2017.

Dear Sir,

This is with reference to the Public Announcement (Under Regulation 6 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016) for the attention of the creditors of M/s. Essar Steel India Limited.

We hereby enclose our claim in the Prescribed Form B along with an affidavit and documentary proof in support of the claim.

You are kindly requested to take the above on record and oblige please.

Yours faithfully,

For Dakshin Gujarat Vij Company Limited,


(S.R Shah)

Executive Engineer (O&M)

Encl: As above

- | | |
|---|-----------------|
| 1. Notarized Affidavit to Lodge Claim | Page No-1-8. |
| 2. Authority Letter to Lodging Claim on Behalf of DGVCL. | Page No-9. |
| 3. Statement of Account for Cross Subsidy Surcharge. | Page No-10. |
| 4. Invoices raised For the Period June 2013 to July 2017. | Page No-11-62. |
| 5. Gujarat Electricity Regulatory Commission (GERC) orders dated 16.04.2013 (FY 2013-14), 29.04.2014 (FY 2014-15), 31.03.2015 (FY 2015-16), 31.03.2016 (FY 2016-17), 31.03.2017 (FY 2017-18). | Page No-63-160. |
| 6. Statement of Account for Additional Surcharge. | Page No-161. |

7. Invoices raised For the Period April 2014 to July 2017 Page No-162-203.
8. GERC order Dated 12.03.2014, 30.10.2014, 29.10.2015, 13.10.2016,
12.04.2017. Page No-204-273.
9. Minutes of Meeting Dated 01.02.2010. Page No-274-280.
10. Order Dated 17.07.2017 of High Court of Gujarat. Page No-281-333.
11. Affidavit file on dated 29.04.2015 as per Resolution
Dated 22.04.2015 submitted by Essar Steel India Limited
Before Hon'ble High Court of Gujarat. Page No-334-342.
12. Invoice dated 22.09.2011. Page No-343-350.
13. Invoices raised For the Period April 2011 to March 2013. Page No-351-377.
14. Copy Legal DOP. Page No-378-404.
15. Memorandum & Article of Association. Page no-405-422.

Reg.Sr.No.: 3972
 Date: 11 AUG 2017
 My Commission Expires
 on 11th February 2019

PROOF OF CLAIM BY OPERATIONAL CREDITORS EXCEPT WORKMEN AND
 EMPLOYEES

[Under Regulation 7 of the Insolvency and Bankruptcy Board of India
 (Insolvency Resolution Process for Corporate Persons) Regulations, 2016]

Dated: 11.08.2017

To
 The Interim Resolution Professional
 Mr. Satish Kumar Gupta
 C/o Alvarez & Marsal India Private Limited
 Units 703 & 704, 7th Floor, Tower A, Peninsula Corporate Park
 Ganpatrao Kadam Marg, Lower Parel (West)
 Mumbai - 400013

From
 Executive Engineer,
 Piplod Division,
 Dakshin Gujarat Vij Company Limited,
 1st Floor, Near Bhagwan Mahavir College Char Raasta,
 Opposite E-Space Shopping Center,
 Bharthana - Vesu, Surat 395007

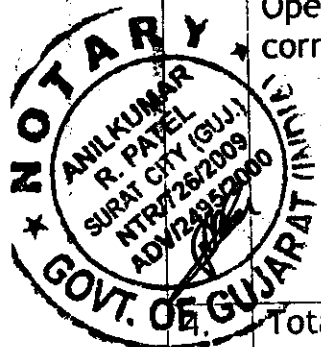


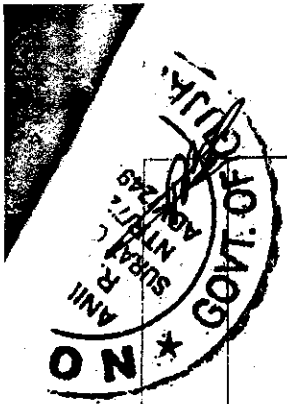
Subject: Submission of proof of claim.

Madam/Sir,

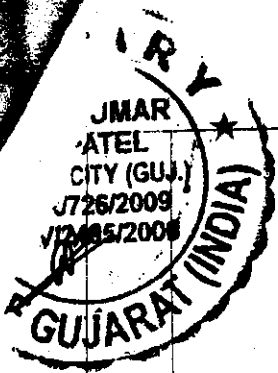
DGVCL, hereby submits this proof of claim in respect of the corporate
 insolvency resolution process in the case of Essar Steel India Limited. The
 details for the same are set out below:

Particulars	
1.	Name of the Operational Creditor DAKSHIN GUJARAT VIJ COMPANY LIMITED REGISTERED & CORPORATE OFFICE: URJA SADAN, NANA VARACHHA ROAD, KAPODARA CHAR RAASTA SURAT-GUJARAT PIN 395006
2.	Identification No. and proof of incorporation CIN ^U 40102GJ2003SGC042909
3.	Address and Email address of Operational Creditor for correspondence Executive Engineer, Piplod Division, Dakshin Gujarat Vij Company Limited, 1st Floor, Near Bhagwan Mahavir College Char Raasta, Opposite E-Space Shopping Center, Bharthana - Vesu, Surat 395007 E-MAIL : do.eepiplod@gebmail.com, : sanjiv.shah6488@gmail.com
	Total Amount of Claim as on 02.08.2017 (Including any interest as at the insolvency commencement date) Rs. 5882.28 crores (Rupees Five Thousand Eight Hundred Eighty Two crores and Twenty eight lacs only) 1. Cross Subsidy Surcharge - Rs.1136.08 crores

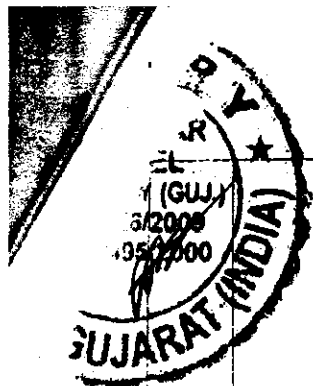




	<p>2. Additional Surcharge - Rs.665.92 crores 3. Breach of Minutes of Meeting dated 01.02.2010 - Rs. 4047.01 crores 4. Electricity Duty on demand charges - Rs. 33.27 crores</p> <p>Note : Electricity Duty is a levy by the Government of Gujarat under the Bombay Electricity Duty Act as applicable in the State of Gujarat. DGVCL as a licensee has the obligation to collect the duty from the assesses. The utilization and appropriation of the amount collected is as per the decision of the Government of Gujarat.</p>
<p>5. Details of Document by reference to which debt can be substantiated</p>	<p>1. Cross Subsidy Surcharge</p> <ul style="list-style-type: none">• Statement of Account till 02.08.2017.• Invoices raised for the period June 2013 to July 2017.• Sections 38 and 42 of Electricity Act, 2003 read with Gujarat Electricity Regulatory Commission (GERC) Orders dated 16.04.2013 (FY 2013-14), 29.04.2014 (FY 2014-15), 31.03.2015 (FY 2015-16), 31.03.2016 (FY 2016-17) and 31.03.2017 (FY 2017-18). <p>2. Additional Surcharge</p> <ul style="list-style-type: none">• Statement of Account for period from April 2014 until 02.08.2017• Invoices raised for the period April 2014 to July 2017• Section 42(4) of the Electricity Act, 2003 read with GERC Orders dated 12.03.2014, 30.10.2014, 29.10.2015, 13.10.2016 and 12.04.2017. <p>3. Breach of Agreement being Minutes of Meeting dated 01.02.2010</p> <ul style="list-style-type: none">• Minutes of Meeting dated 01.02.2010• Order dated 17.07.2015 of the High Court of Gujarat



	<ul style="list-style-type: none">• Undertaking: Affidavit file on dated 29.04.2015 as per Resolution dated 22.04.2015 submitted by Essar Steel India Limited before the Hon'ble High Court of Gujarat• Invoice dated 22.09.2011. <p>4. Electricity Duty on demand charges - Rs. 33.27 crores</p> <ul style="list-style-type: none">• Invoices raised for the period April 2011 to March 2013. Already Demanded in Electricity Bill. <p>Note: Invoices raised by DGVCL on behalf of Government</p>
6. Details of any dispute as well as the record of pendency or order of suit or arbitration proceedings	<p>1. Cross Subsidy Surcharge -</p> <p>The applicability of the cross subsidy surcharge has been disputed by Essar Steel India Limited and Essar Steel India Limited has filed Petition before Gujarat Electricity Regulatory Commission being Petition No. 1420 of 2014 and Petition No. 1601 of 2016.</p> <p>Further DGVCL has filed a Petition for revocation of connectivity from Central Transmission Utility in view of the non payment of cross subsidy surcharge before Central Electricity Regulatory Commission in Petition No. 151 of 2016.</p> <p>2. Additional Surcharge</p> <p>The applicability of the additional surcharge has been disputed by Essar Steel India Limited. The Appellate Tribunal for Electricity in Appeal No. 84 of 2015 vide Order dated 20.11.2015 has held that the Essar Steel India Limited is not liable to pay additional surcharge. An appeal has been filed before the Hon'ble Supreme Court being Civil Appeal No. 504 of 2016.</p> <p>3. Breach of Agreement being Minutes of Meeting dated 01.02.2010</p> <p>Essar Steel India Limited had in the Minutes of Meeting agreed to use the quantum of power supplied by DGVCL only at its designated facility. Essar Steel India Limited committed a breach of the agreement by utilizing the power</p>



supplied at other units in the premises instead of restricting the utilization at the designated manufacturing facilities. Essar Steel India Limited is required to compensate DGVCL as per the Agreement. The amount of compensation is specified in the Agreement.

Essar Steel India Limited had challenged the amount under Section 127 of the Electricity Act, 2003 wherein the issue was decided under Section 126 of the Electricity Act, 2003 as unauthorized use of electricity. This was challenged by DGVCL before the Hon'ble High Court of Gujarat and the High Court vide Order dated 17.07.2015 has held that the present case is not covered by Section 126/127 of the Electricity Act, 2003 and therefore the limitation of liability under Section 126 of the Act will not apply. Essar Steel India Limited has challenged the same before the Hon'ble Supreme Court being SLP No. 27920-27921 of 2015.

DGVCL has also filed a Civil Suit before Surat District Court for the amount being Sp. Civil Suit No. 373 of 2016 for amount of Rs. 3683.38 Crores.

7. Details of how and when debt incurred

1. Cross Subsidy Surcharge

Cross Subsidy Surcharge is payable under Section 42(2) of the Electricity Act, 2003 to the distribution licensee (DGVCL in this case). The applicable rate is determined annually by the GERC. The cross subsidy surcharge is on the units of electricity procured by Essar Steel India Limited from a source other than the distribution licensee of the area (DGVCL),

The debt relates to the period from June 2013 onwards. The cross subsidy Surcharge is payable so long as Essar Steel India Limited consumes electricity from a source other than DGVCL or from a non captive source.

2. Additional Surcharge

Additional Surcharge is payable under Section 42(4) of the Electricity Act, 2003 to the distribution licensee (DGVCL in this case). The applicable rate is determined periodically by the GERC. The Additional Surcharge is on the



	<p>procured by Essar Steel India Limited from a source other than DGVCL.</p> <p>The debt relates to the period from April 2014 onwards. The additional Surcharge is payable so long as Essar Steel India Limited consumes electricity from a source other than DGVCL.</p> <p>3. Breach of Minutes of Meeting dated 01.02.2010</p> <p>The Minutes of Meeting dated 01.02.2010 provided for Essar Steel India Limited to use the power supplied by DGVCL only in the designated facilities and the power requirement of other facilities would be met only by captive power plants. Essar Steel India Limited for the period of 15.06.2011 to 30.07.2011 had committed a breach of the agreement by utilizing the power supplied by the DGVCL for other manufacturing units also and is therefore required to compensate for the breach, as per amount specified in the Agreement.</p> <p>Out of the Rs. 2311.02 crores (principal), Essar Steel India Limited has paid Rs. 192.59 crores. The balance due is Rs. 2118.44 crores (principal) plus interest.</p>
8.	<p>Details of any mutual credit, mutual debts, or other mutual dealings between the corporate debtor and the creditor which may be set -off against the claim</p> <p>None</p>
9.	<p>Details of any retention of title arrangements in respect of goods or properties to which the claim refers</p> <p>None</p>
10.	<p>Details of the bank account to which the amount of the claim or any part thereof can be transferred pursuant to a resolution plan</p> <p>Bank of Baroda, Piplod Branch, Surat a/c no. 31530200000249 IFSC CODE BARB0PIPLSU</p>
11.	<p>List of documents attached to this proof of claim in order to prove the existence and nonpayment of claim due to the operational creditor</p> <p>1. Cross Subsidy Surcharge</p> <ul style="list-style-type: none"> • Statement of Account till 02.08.2017. • Invoices raised for the period June 2013 to July 2017. • Gujarat Electricity Regulatory Commission (GERC) Orders dated 16.04.2013 (FY 2013-14), 29.04.2014 (FY 2014-15),

USE



31.03.2015 (FY 2015-16),
31.03.2016 (FY 2016-17) and
31.03.2017 (FY 2017-18).

2. Additional Surcharge

- Statement of Account for period from April 2014 to 02.08.2017.
- Invoices raised for the period April 2014 to July 2017
- GERC Orders dated 12.03.2014, 30.10.2014, 29.10.2015, 13.10.2016, 12.04.2017.

3. Breach of Agreement being Minutes of Meeting dated 01.02.2010

- Minutes of Meeting dated 01.02.2010
- Order dated 17.07.2015 of the High Court of Gujarat
- Undertaking: Affidavit file on dated 29.04.2015 as per Resolution dated 22.04.2015 submitted by Essar Steel India Limited before the Hon'ble High Court of Gujarat
- Invoice dated 22.09.2011.

4. Electricity Duty on demand charges - Rs. 33.27 crores

- Invoices raised for the period April 2011 to March 2013.

Signature of operational credit or person authorized to act on his behalf

Name in BLOCK LETTERS

SANJIVKUMAR RAMESHCHANDRA SHAH

Position with or in relation to Creditor

EXECUTIVE ENGINEER (O&M), PIPLD DIVISION.

Address of Person Signing

EXECUTIVE ENGINEER,
PIPLD DIVISION,
DAKSHIN GUJARAT VIJ COMPANY LIMITED,
1ST FLOOR, NEAR BHAGWAN MAHAVIR COLLEGE CHAAR RASTA,
OPPOSITE E-SPACE SHOPPING CENTER,
BHARTHANA - VESU, SURAT 395007



AFFIDAVIT

Sanjiv Kumar Rameshchandra Shah, currently residing at Prerna, Jalaram Society, B/h Aashapuri Mandir, Vijalpor, Navsari, Gujarat-396445 do solemnly affirm and state as follows:

1. Essar Steel India Limited, the corporate debtor was, at the insolvency commencement date, being the 2nd day of August 2017, justly and truly indebted to me in the sum of Rs. 5,882.28 Crores (as on 02.08.2017 including interest)
2. In respect of my claim of the said sum or any part thereof, I have relied on the documents specified below:

(i) Cross Subsidy Surcharge

- Statement of Account till 02.08.2017
- Invoices raised for the period June 2013 to July 2017.
- Gujarat Electricity Regulatory Commission (GERC) Orders dated 16.04.2013 (FY 2013-14), 29.04.2014 (FY 2014-15), 31.03.2015 (FY 2015-16), 31.03.2016 (FY 2016-17) and 31.03.2017 (FY 2017-18).

(ii) Additional Surcharge

- Statement of Account for period from April 2014 to 02.08.2017
- Invoices raised for the period April 2014 to July 2017.
- GERC Orders dated 12.03.2014, 30.10.2014, 29.10.2015, 13.10.2016, 12.04.2017.

(iii) Breach of Agreement being Minutes of Meeting dated 01.02.2010

- Minutes of Meeting dated 01.02.2010
- Order dated 17.07.2015 of the High Court of Gujarat



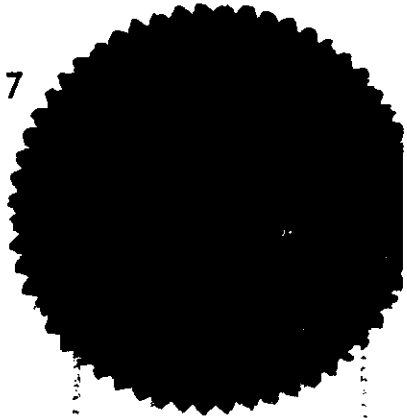
- Undertaking: Affidavit file on dated 29.04.2015 as per Resolution dated 22.04.2015 submitted by Essar Steel India Limited before the High Court of Gujarat
- Invoice dated 22.09.2011.

(iv) Electricity Duty on demand charges - Rs. 33.27 crores

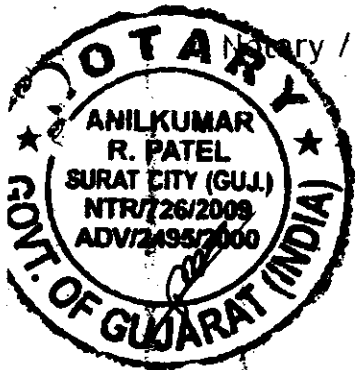
- Invoices raised for the period April 2011 to March 2013. Already Demanded in Electricity Bill.
- The said documents are true, valid and genuine to the best of my knowledge, information and belief.
 - In respect of the said sum or any part thereof, I have not nor has any person, by my order, to my knowledge or belief, for my use, had or received any manner of satisfaction or security whatsoever.

Solemnly, affirmed at Surat on Friday, the 11th of August 2017

Before me,



Deponent's signature
EXECUTIVE ENGINEER (O&M)
DAKSHIN GUJARAT VJ. CO. LTD.
PIPLOD DIVISION.



Notary / Oath Commissioner

VERIFICATION

I, the Deponent hereinabove, do hereby verify and affirm that the contents of paragraph 1 to 4 of this affidavit are true and correct to my knowledge and belief and no material facts have been concealed therefrom.

Verified at Surat on this 11th of August 2017

BEFORE ME

ANILKUMAR R. PATEL
NOTARY
SURAT CITY (GUJ.)
GOVT. OF GUJARAT.

I Know the Signatory and Identified by me.

M. M. MANDI
 J. E. Tech

Reg. Sr. No.: 3972
 Date: 11 AUG 2017
 My Commission Expires on 11th February 2019

Deponent's signature
EXECUTIVE ENGINEER (O&M)
DAKSHIN GUJARAT VJ. CO. LTD.
PIPLOD DIVISION.