

19

**BEFORE THE NATIONAL GREEN TRIBUNAL  
EASTERN ZONE BENCH, KOLKATA**

I.A. NO. 48 / 2024 / EZ

**ORIGINAL APPLICATION NO. 49 / 2024 / EZ**

**IN THE MATTER OF:**

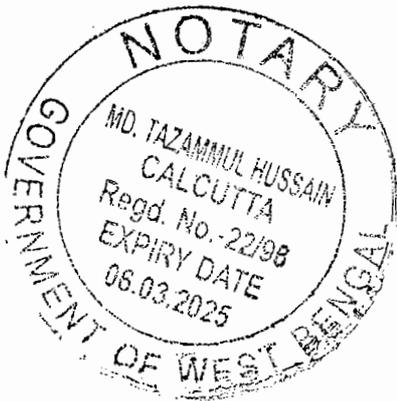
**ANKUR SHARMA**

**...APPLICANT**

**VERSUS**

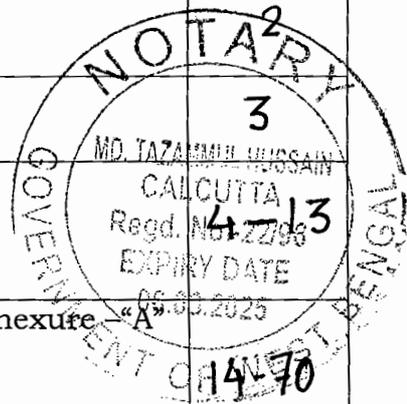
**STATE OF WEST BENGAL & ORS.**

**...RESPONDENT(S)**



**INDEX**

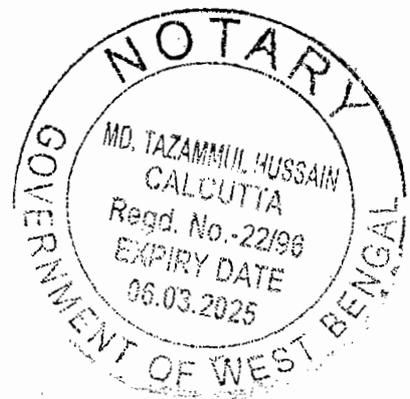
Sl no.	Particulars	Annexure	Page no.
1.	Synopsis		2
2.	List of Dates		3
3.	Application on behalf of respondent no.10		4-13
4.	Tripartite Agreement dated 18 <sup>th</sup> May, 2005, executed between the GoWB, respondent no.10 and respondent no.11	Annexure "A"	14-70



**SYNOPSIS**

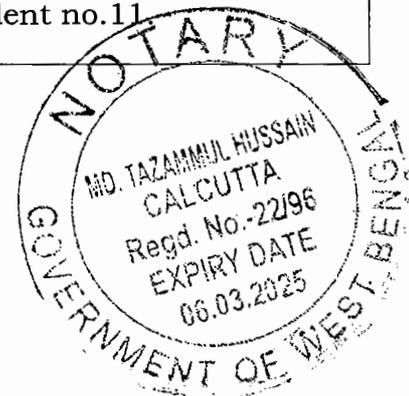
On 5<sup>th</sup> May, 1995, a Memorandum of Understanding was executed between the Government of West Bengal and M. L. Dalmiya & Co. Ltd. / respondent no.10 for the development of land at Bantala which would involve relocation of tanneries, installation of pollution controlling systems etc. After, the execution of the MOU, a Built Operate Transfer Agreement was executed detailing the manner for setting up of an integrated leather complex called as "Calcutta Leather Complex".

On 18<sup>th</sup> May, 2005, a "Tripartite Agreement" was executed between the GoWB, respondent no.10 and respondent no.11. As per the terms of the "tripartite agreement", Common Effluent Treatment Plant, Effluent Transport Systems, Common Chrome Recovery Plant, Mobile Chrome Recovery Unit and Solid Waste Management System and other infrastructural facilities recorded in the agreement would be run, maintained and supervised by respondent no.11. Presently, the effluent treatment systems is installed by agency / instrumentalities of GoWB.



**LIST OF DATES**

DATES	EVENTS/PARTICULARS
5 <sup>th</sup> May, 1995	A Memorandum of Understanding ("MOU") was executed between Government of West Bengal (GoWB) and M. L. Dalmiya & Co. Ltd. for the development of CLC.
7 <sup>th</sup> June, 1997	A Build Operate Transfer (BOT) Agreement was executed between the GoWB and the respondent no.10 for setting up of infrastructure, relocation of tanneries etc. at the CLC.
1997 - 2001	Lease deeds were executed between the GoWB as Lessor in favour of the respondent no.10 as Lessee for leasing of the land measuring an area of 1100 acres more or less at Bantala presently known as "Calcutta Leather Complex".
18 <sup>th</sup> May, 2005	A "Tripartite Agreement" was executed between the GoWB, respondent no.10 and respondent no.11. As per the terms of the "tripartite agreement", Common Effluent Treatment Plant, Effluent Transport Systems, Common Chrome Recovery Plant, Mobile Chrome Recovery Unit and Solid Waste Management System and other infrastructural facilities recorded in the agreement would be run, maintained and supervised by respondent no.11.



**BEFORE THE NATIONAL GREEN TRIBUNAL****EASTERN ZONE BENCH, KOLKATA**

I.A. NO. \_\_\_\_\_ / 2024 / EZ

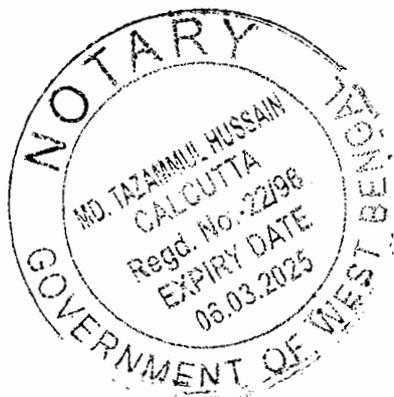
**ORIGINAL APPLICATION NO. 49 / 2024 / EZ****IN THE MATTER OF:**

Ankur Sharma son of Shri Ambooj Sharma, resident of 13/3, Dr. P. K. Banerjee Road, P.O., P.S. & District Howrah, West Bengal, Pin-711101.

...Applicant

**-VERSUS-**

1. The State of West Bengal represented by the Chief Secretary, Government of West Bengal having office at NABANNA (13th Floor), 325, Sarat Chatterjee Road, Shibpur, Howrah - 711102. email: cs-westbengal@nic.in
2. Ministry of Environment, Forest and Climate Change, Government of India service through its Deputy Director General, Integrated Regional Office, Kolkata IB-198. Sector -III, Salt Lake City, Kolkata 700106. email: iro.kolkata-mefcc@gov.in
3. Central Pollution Control Board represented by its Member Secretary



having office at PARIVESH BHAWAN,  
East Arjun Nagar, Delhi - 110032

email: mscb.cpcb@nic.in

4. Department of Environment,  
Government of West Bengal through  
its Principal Secretary having office  
at PRANISAMPAD BHAWAN, Block  
(5th Floor), LB-II, Salt Lake, Sector-  
III, Bidhannagar, Kolkata - 700 106.  
Email : prsecy.env-wb@gmail.com

5. West Bengal Pollution Control  
Board represented by its Member  
Secretary having office at PARIBESH  
BHAVAN, 10A, Block - L.A., Sector -  
III, Salt Lake City, Kolkata - 700 106.

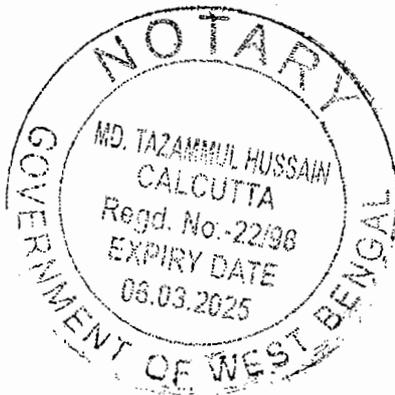
Email : wbpccb-wb@bangla.gov.in

6. The District Magistrate, South 24  
Parganas, having office at 25,  
Belvedere Road, Alipore, Kolkata,  
West Bengal- 700027.

Email: dm-ali@nic.in

7. Kolkata Metropolitan Development  
Authority through its Chief Executive  
Officer having office at Unnayan  
Bhavan, DJ - 11, Sec - II, Salt Lake,  
Kolkata - 700091.

Email: ceokmda@gmail.com



8. State Water Investigation Directorate, West Bengal through its Director having office at Nirman Bhavan, DF Block, Sector-1 Bidhannagar, West Bengal, PIN - 700091. Email:

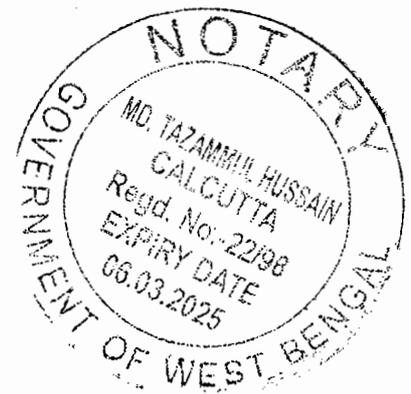
directorsdwid@gmail.com

9. Tardaha Gram Panchayet through its Secretary having office at Tardaha, Tardaha Kapasati, West Bengal, PIN - 743502 Email: pradhan.tardahgp@gmail.com

10. M/s. M. L. Dalmiya & Company Limited through one of its Directors Ms. Baishali Dalmiya having office at 32 Shakespear Sarani Kolkata, West Bengal, PIN - 700017. email: mldalmiya@gmail.com

11. CLC Tanners Association through its General Secretary having office at Kolkata Leather Complex, Karaidanga, P.O. - Bhojerhat, P.S. Kolkata Leather Complex, South 24 Parganas, PIN -743502. Email : clctanners@gmail.com

...Respondent(s)



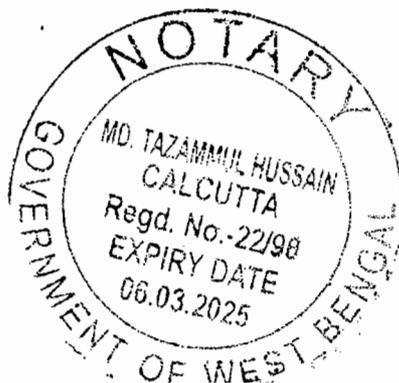
The humble petition on behalf of  
Respondent no.10 / M. L. Dalmiya &  
Co. Ltd. above named most  
respectfully.

**APPLICATION FOR DELETION OF RESPONDENT NO.10**  
**(M. L. DALMIYA & CO. LTD.) FROM THE ARRAY OF PARTIES**

SHEWETH:

1. This is an application by the respondent no.10 for deletion or striking out the name of the respondent no.10 from the present proceedings; as upon execution of the "Tripartite Agreement" dated 18<sup>th</sup> May, 2005, between the GoWB, respondent no.10 and respondent no.11, the petitioner is no longer involved with the various pollution controlling infrastructure, effluent discharge systems at the Calcutta Leather Complex ("CLC"). The facts leading to filing of this instant application is morefully stated hereinafter.

2. On 5<sup>th</sup> May, 1995 a Memorandum of Understanding ("MOU") was executed between Government of West Bengal (GoWB) and M. L. Dalmiya & Co. Ltd. (respondent no.10). As per the MOU, respondent no.10 as a developer would develop the CLC and its on-site infrastructure on Build Operate and Transfer ("BOT") basis. Accordingly, on 7<sup>th</sup> June, 1997 a Build Operate Transfer (BOT) Agreement was executed between the GoWB and the respondent no.10. The BOT Agreement *inter alia* provides that the GoWB would enter into an Indenture of Lease with the respondent no.10 for settlement of land located at Bantala in favour of the respondent no.10 as Lessee.

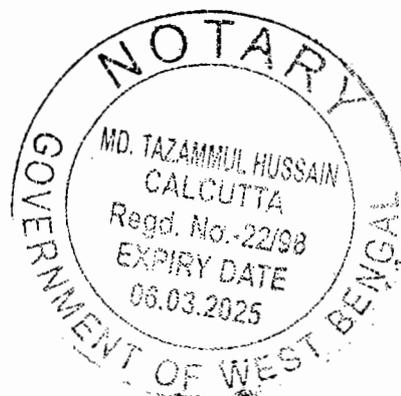


3. Between 1997–2001, various lease deeds were executed between the GoWB (Lessor) in favour of the respondent no.10 (Lessee) for leasing of the land measuring an area of 1100 acres more or less at Bantala presently known as “Calcutta Leather Complex” for a term of 99 years subject to renewal.

4. It is also pertinent to mention that in the year 2005, the GoWB decided to handover the various pollution controlling infrastructure such as Common Effluent Treatment Plant (“CETP”), Effluent Transport Systems (“ETS”), Common Chrome Recovery Plant (“CCRP”), Mobile Chrome Recovery Unit (“MCRU”), Solid Waste Management System (“SWMS”) existing at CLC to a body represented by the tanneries. The tanneries in order to take charge of the administration, repairs and maintenance of such facilities had incorporated a company by the name of CLC Tanners Association / respondent no.11.

5. Accordingly, a “Tripartite Agreement” dated 18<sup>th</sup> May, 2005, was executed between the GoWB, respondent no.10 and respondent no.11. As per the terms of the “tripartite agreement”, Common Effluent Treatment Plant, Effluent Transport Systems, Common Chrome Recovery Plant, Mobile Chrome Recovery Unit and Solid Waste Management System and other infrastructural facilities recorded in the agreement would be run, maintained and supervised by respondent no.11. A copy of the “Tripartite Agreement” dated 18<sup>th</sup> May, 2005, executed between the GoWB, respondent no.10 and respondent no.11 is annexed hereto and marked as **Annexure “A”**.

6. The “tripartite agreement” records that the respondent no.11 has obtained an undertaking from the tanneries located at CLC agreeing to the role of respondent no.11 for running, maintenance and supervision of infrastructural facilities at CLC and for coordinating with the GoWB.



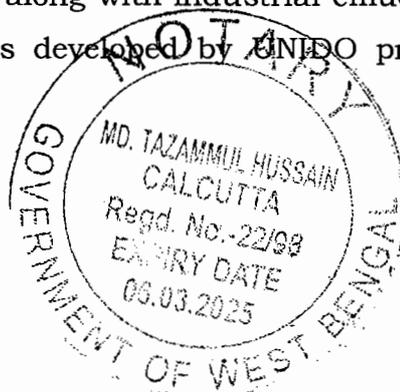
7. The "Tripartite Agreement" places certain obligations on the respondent no.11. Some of the salient features are as follows:-

a. **Clause 3 - Effluent Treatment and Discharge** - CLCTA hereby undertakes that it shall ensure that all tanneries in CLC shall comply with all Effluent Treatment Norms and effluent discharge norms and shall comply with all lawful directives given by the Pollution Control Authorities and by the water and irrigation authorities of GoWB from time to time and all rules and regulations in this behalf.

1) CLCTA also undertakes that it will ensure that all tanneries arrange for primary treatment of the effluent within its tannery as may be required in terms of the approved technology and design of the Common Effluent Treatment Plant and shall to the satisfaction of West Bengal Pollution Control Board maintain and comply with all norms and regulations that may be required in terms of the said design and technology and statutory requirements of the West Bengal Pollution Control Board. CLCTA shall also ensure that all tanneries make arrangements for segregation of chrome effluent from other effluent within their respective functional areas. CLCTA shall ensure that no water and / or effluent or sewage is spilt outside the premises of the tanneries or any tannery dumps garbage / sludge outside the premises.

2) CLCTA also undertakes to effect the individual effluent /sewerage connection from Individual Tannery premises upto ETS manholes as per directives of GoWB.

3) CLCTA also agrees to allow all domestic sewage of the entire CLC to be, transported into the receiving well of CETP where this shall be treated along with industrial effluent (as the design concept of CETP as developed by UNIDO provides for



entire domestic sewage of CLC to be treated together with industrial effluent for better and efficient functioning of CETP.)

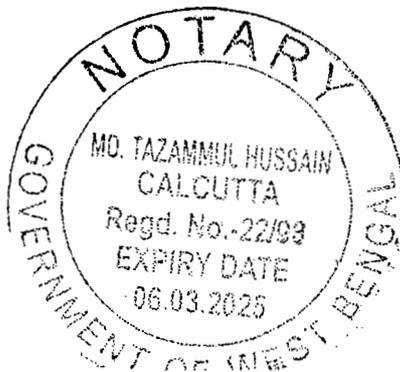
**b. Clause 4 Operation of Infrastructure Assets-** It is hereby agreed between GoWB and CLCTA that CLCTA shall be responsible for maintenance, repairs and operation of:

- 1) Common Effluent Treatment Plant modules on completion of construction and handing over of the same to CLCTA.
- 2) Effluent Transport System on completion of construction and handing over of the same to CLCTA.
- 3) Common Chrome Recovery Plant and Mobile Chrome Recovery Unit on completion of construction and handing over the same to CLCTA.
- 4) Solid Waste Disposal Management System on completion of construction and handing over the same to CLCTA in so far the hazardous etc. waste is concerned and with immediate effect in so far as the domestic garbage removal is concerned.

8. In view of the aforesaid, the respondent no.10 has no longer any role to play with regard to the effluent treatment infrastructure at the tannery zones in CLC.

9. I state that the cause of action in the present petition is regarding the pollution being caused by the tanneries at CLC. Moreover, the allegations by the petitioner in the said application is not maintainable against the respondent no.10 / petitioner herein in light of the "tripartite agreement".

10. Further on, it is humbly submitted that the respondent no.10 is not concerned with the operations and running of the tanneries or



infrastructure necessary for treatment of effluent discharge. After, the execution of the "tripartite agreement" it for respondent no.11 to ensure that no pollution is caused by the tanneries. Such being the case, the petitioner is neither a necessary party nor a property in the present proceedings.

11. In light of the aforesaid facts, it is humbly submitted that respondent no.10 being neither a necessary party or a proper party in the present proceedings the name of respondent no.10 should either be deleted or struck out.

12. The petitioner humbly submits that the petitioner / respondent no.10 has been improperly joined and that the name of the petitioner be struck out.

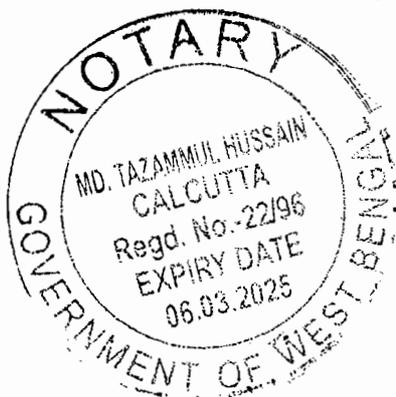
13. The petitioner humbly submits that the balance of convenience is entirely in favour of the petitioner in getting the order as prayed for otherwise, a serious prejudice would be caused to the petitioner if orders are not passed.

14. Unless the orders prayed for herein are passed, your petitioner will suffer irreparable loss and prejudice.

15. This application is bona fide and made for the ends of justice.

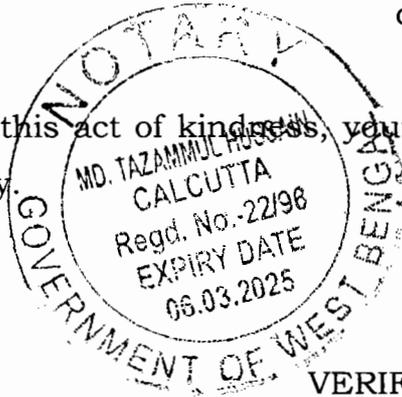
In the premises, the petitioner most humbly prays that Your Lordship will be graciously pleased to

a. Delete or strike out the name of respondent no.10 / petitioner herein from the array of the parties in the present petition.



- b. Ad interim order in terms of prayers above;
- c. Costs of and incidental to this application;
- d. Pass such order or further order or orders and/or give direction or directions as this Ld. Tribunal may deem fit and proper.

And for this act of kindness, your petitioner, as in duty bound, shall ever pray.



M/s. M. L. Dalmiya & Co. Ltd.

*Nityagopal Metiya*  
Authorized Signatory

**VERIFICATION**

I, Nitya Gopal Metiya, son of Late Santosh Kumar Metiya, aged about 57 years, by occupation - service, by religion - Hindu, residing at 32, Shakespeare Sarani, Kolkata- 700017, do hereby declare and state that I am competent to verify this application and I am authorized by the respondent no. 10 company to verify on their behalf as well and I state and declare that the contents of paragraph Nos. 1 to 5 and it's sub-paragraphs are true to my knowledge, which includes information derived from records which I verily believe to be true and the rest are my humble submissions before this Hon'ble Tribunal.

M/s. M. L. Dalmiya & Co. Ltd.

*Nityagopal Metiya*  
Authorized Signatory

Prepared in my office

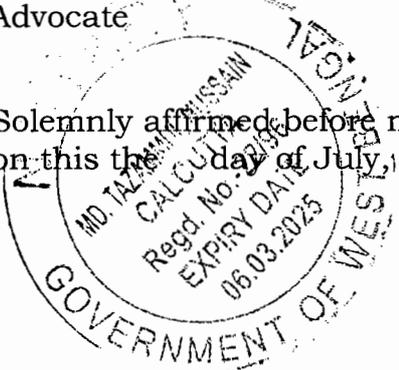
*Bikash Shaw*  
Advocate

DEPONENT

Identified by me.

*Bikash Shaw*  
Advocate

Solemnly affirmed before me on this the \_\_\_\_\_ day of July, 2024.



AFFIDAVIT

I, Nitya Gopal Metiya, son of Late Santosh Kumar Metiya, aged about 57 years, by faith-hindu, by occupation- Service, presently working at 32, Shakespeare Sarani, Kolkata- 700017 do hereby solemnly affirm and state as follows:-

1. I am an officer working in the respondent no. 10 company and I am well acquainted with the facts and circumstances of the present case. I have been duly authorised by the respondent no. 10 to affirm this affidavit on its behalf and as such, I am competent to do so.
2. The statements made in paragraph Nos. 1 to 5 and it's sub-paragraphs are true to my knowledge, which includes information derived from records which I verily believe to be true and the rest are my humble submissions before this Hon'ble Tribunal.

*Nityagopal Metiya*  
Deponent

Prepared in my office  
Identified By Me

*Bikash Shaw*

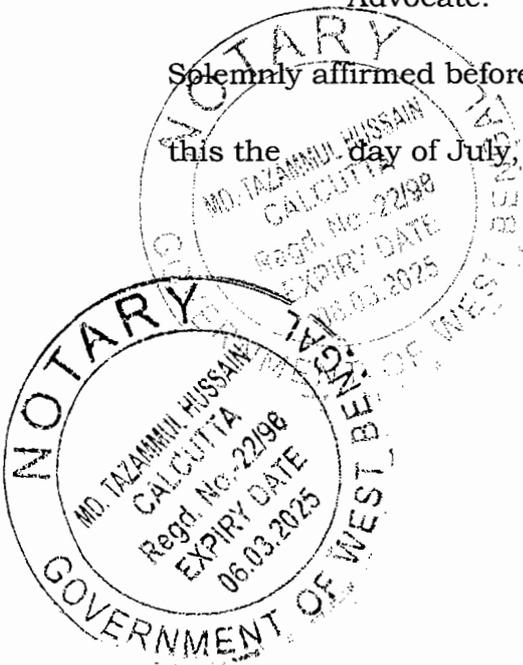
Advocate.

Solemnly affirmed before me  
this the \_\_\_\_\_ day of July, 2024.

19 JUL 2024

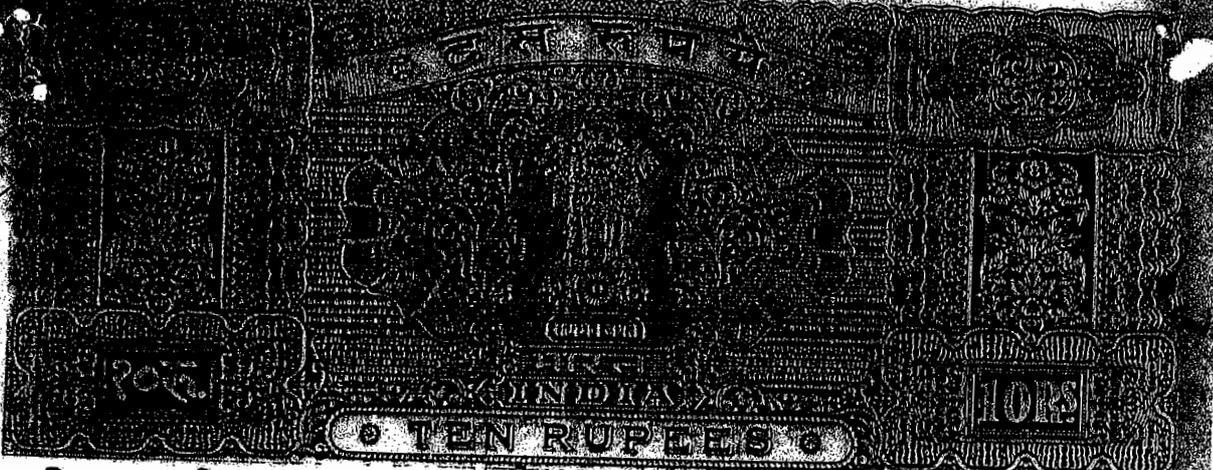
Solemnly affirmed and declared  
before me on identification

*[Signature]*  
MD. T HUSSAIN Notary  
City Civil Court  
Kolkata  
Regd. No. 2796 G of WB.



Annexure B08A'

174 18 10RS



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

01AA 261576

THIS AGREEMENT made this 18/5 day of May 2005 between :

GOVERNMENT OF WEST BENGAL, represented by the Principal Secretary, Commerce and Industries Department, Writers' Building, Kolkata 700001 (hereinafter referred to as "GOWB" which expression shall, unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the FIRST PART.

AND

CLC Tanners Association, a company registered under Section 25 of the Companies Act, 1956 and having its registered office at 7, Waterloo Street, Kolkata 700069 (hereinafter referred to as CLCTA which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the SECOND PART.

AND

M. L. Dalmiya & Co. Ltd., a company registered under the Companies Act, 1956, having its registered office at 32, Shakespeare Sarani, Kolkata 700 017 (hereinafter referred to as BOT Party which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) as CONFIRMING PARTY.

CLC TANNERS ASSOCIATION (14/05)

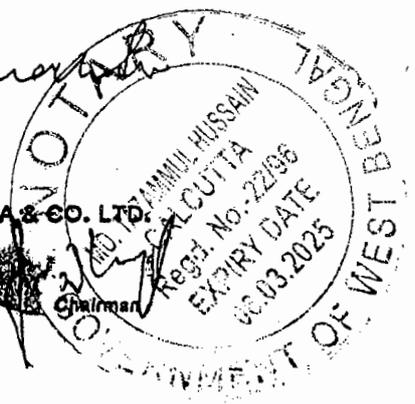
CLC TANNERS ASSOCIATION

*[Signature]*

Hony. General Secretary

*[Signature]*

For M. L. DALMIYA & CO. LTD.



## WHEREAS:

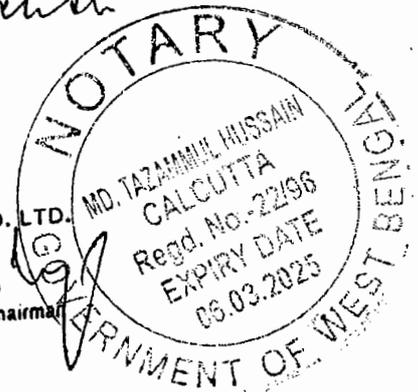
- A. GOWB had decided to set up an "INTEGRATED LEATHER COMPLEX" which has since been named and is known as "CALCUTTA LEATHER COMPLEX" (hereinafter referred to as "CLC") to unite and integrate all leather processing, manufacturing and all other related activities and products and its market at a single location along with other essential modern infrastructural facilities, including Common Effluent Treatment Plant, associated with leather industries as a whole.
- B. With the objective of setting up the said CLC, GOWB had selected a suitable composite site spread over Mouzas Karaidanga, Gangapur and Bhatipota, under what is now the Police Station Kolkata Leather Complex containing by admeasurement an area of 1100 acres, be the same a little more or less, adjacent to State Highway No. 3 (Calcutta - Basanti Highway) in the District of 24-Parganas (South).
- C. GOWB had also decided that CLC would be implemented (a) to facilitate relocation of the existing tanneries at Calcutta to operate in a pollution-controlled manner at the Complex; (b) to develop the Complex as a modern export-oriented leather city; and (c) to assist the leather industry in West Bengal to grow and prosper in the future.
- D. In the background of the above, by a MEMORANDUM OF UNDERSTANDING executed on the Fifth day of May 1995 GOWB awarded on "Build-Operate-Transfer" basis the work of development,

CLC TANNERS ASSOCIATION

*[Signature]*  
Hony, General Secretary

For M. L. DALMIYA &amp; CO. LTD.

*[Signature]*  
Chairman



2/6

erection, construction and completion of the said CLC Project to the Confirming Party, pursuant to which the Confirming Party submitted its Detailed Project Report dated 9<sup>th</sup> October 1995 which was supplemented and revised from time to time, and the "Revised Final Abridged Version of the Detailed Project Report" dated 28<sup>th</sup> day of October, 1996 (hereinafter referred to as the "DPR") was finally approved by GOWB by its communication No. 20-CIJS(BB)/F dated 5<sup>th</sup> June, 1997.

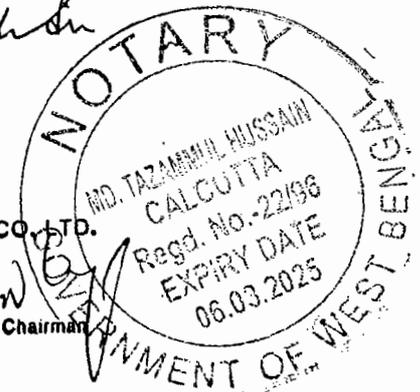
- E. Subsequent to the finalisation of the DPR, an agreement dated 7<sup>th</sup> June 1997 was entered into between GOWB and the Confirming Party providing, *inter alia*, that the Confirming Party was to develop the CLC within a period of 4 years from the concluding date of the handover of CLC land or completion of off-site infrastructure by GOWB, whichever is later, as provided in the said agreement.
- F. The said agreement also specified the infrastructural facilities in terms of the DPR that had to be provided by the Confirming Party.
- G. The Hon'ble Supreme Court of India, in its judgement dated 19<sup>th</sup> December 1996, had directed that the tanneries working in certain areas of Calcutta were to be closed down by a certain date and relocated in the CLC, and GOWB was to offer them land which was to be not less than the land occupied by such relocating tanneries in their earlier location.

CLC TANNERS ASSOCIATION

*M. L. Dalmiya*  
Hony, General Secretary

For M. L. DALMIYA &amp; CO. LTD.

Chairman



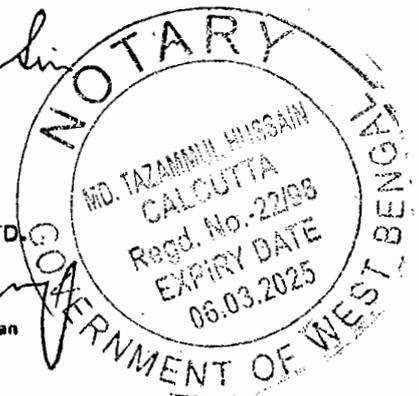
- H. The Hon'ble Supreme Court had also in an earlier judgement dated 7<sup>th</sup> April 1995 ordered that the price of land to be offered to the relocating tanneries would be Rs 600 per sq. metre exclusive of the charges to be levied for the proportionate cost of the Common Effluent Treatment Plant and that the tanneries were to deposit 25% of the said purchase price with GOWB.
- I. The Hon'ble Supreme Court had in the judgement of 7<sup>th</sup> April 1995 also directed that a Common Effluent Treatment Plant (hereinafter referred to as CETP) should be constructed at the CLC, 50% cost of which would be met by the Govt. of India and 50% cost of which would be met by GOWB, subject to recovery of these costs from the users in the manner described hereinafter.
- J. The Hon'ble Supreme Court had also in their judgement of 7<sup>th</sup> April 1995 ordered that after the tanneries were re-located and they started working, a charge would be levied on tanneries to recover the construction cost of the CETP and reimbursed to the Govt. of India and GOWB respectively.
- K. The agreement dated 7<sup>th</sup> June, 1997 between GOWB and Confirming Party, *inter alia*, recorded that till that date 584 applications had been received from relocating tanneries along with 25% deposit as ordered by the Hon'ble Supreme Court of India. However, out of the above applicant relocating tanneries, only 523 tanneries have since paid the full amount of the cost of land as per agreed payment schedule and are therefore entitled to land in

CLC TANNERS ASSOCIATION

*Mishra*  
Hony. General Secretary

For M. L. DALMIYA & CO. LTD.

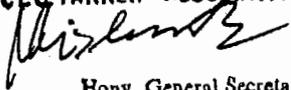
*M. L. Dalmiya*  
Chairman



4 X

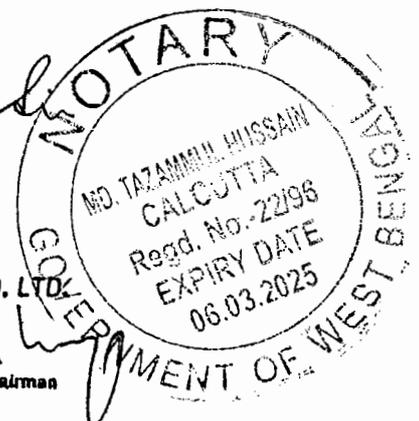
the tannery area subject to the parameters laid down by the order of the Hon'ble Supreme Court of India dated 5<sup>th</sup> September 2003. Further, some new tanneries and small tanneries have also obtained land in CLC. The list in Appendix-I shows the list of tanneries that have been allotted land.

- L. The said agreement also *inter alia* recorded that the 50% share of CETP cost to be provided by GOWB would be, in fact, funded by the Confirming Party.
- M. The said agreement also provided that the Confirming Party would be entitled to exclusively operate specific services of CLC in respect of CETP, Chrome Recovery Plant, Electrical System, Water Supply System and carry on repairs and maintenance of the above for a period of 30 years and that the Confirming Party would be entitled to fix rates and collect charges for recovery of capital cost of CETP, process water and drinking water charges, electricity charges and solid waste removal charges.
- N. Subsequently, on various dates GOWB have entered into separate lease agreements for various plots of land comprised within the CLC with the Confirming Party for a period of 99 years on terms and conditions as contained in those lease agreements. GOWB has also entered into separate lease agreements granting similar leases of 99 years for certain re-locating tanneries and is in the process of entering into similar lease agreements with other relocating tanneries, such leasehold land having been relinquished, free from all encumbrances, by the Confirming Party to GOWB for redistribution to the relocating tanneries.

CLC TANNERS ASSOCIATION  
  
 Hon. General Secretary

For M. L. DALMIYA & CO. LTD.

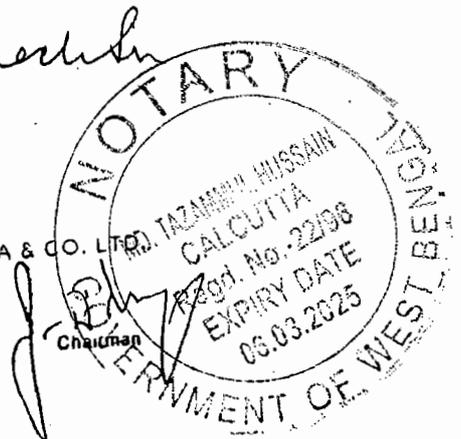
Chairman



- O. Subsequent to the execution of the agreement dated 7<sup>th</sup> June 1997 between the Confirming Party and the GOWB it was decided that construction of the CETP, the Effluent Transport System and the Common Chrome Recovery Plant as envisaged in the DPR and in the abovementioned agreement would not be undertaken by the Confirming Party. It was also decided that the work of distribution of electricity within CLC would also not be undertaken by the Confirming Party.
- P. GOWB had given an undertaking to the Hon'ble Supreme Court that GOWB would at its own cost and with 50% of funding support by Govt. of India complete the first four modules of CETP out of the six planned as per the DPR as it was envisaged at that time that such capacity for the CETP would be more or less adequate to meet the needs of the relocating tanneries and it was also committed by the Confirming party to the Hon'ble Supreme Court of India, that at a subsequent stage, the Confirming party would construct at its own cost with 50% funding support by Govt. of India two more modules of CETP which would cater to the needs of the new tanneries to be located in the tannery area.
- Q. Till date GOWB has completed the first two modules of CETP and two more are in an advanced stage of construction. The last two modules i.e., modules V and VI which are being constructed by the Confirming Party are also under progress.

CLC TANNERS ASSOCIATION  
  
 Hon. General Secretary

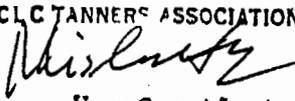
For M. L. DALMIYA & CO. LTD.



R. In the light of these developments GOWB has held discussions with both the Confirming Party and with the relocating and other tanneries who intend to operate out of CLC and it has been decided between GOWB, the Confirming party and the relocating and other tanneries that certain infrastructure for the tanneries, viz., the CETP, the Effluent Transport System, the Common Chrome Recovery Plant, the Mobile Chrome Recovery Units and the Solid Waste Management System would be run by the representatives of the tanneries and the Confirming Party would not be responsible for repairs, maintenance or operations of such infrastructural facilities.

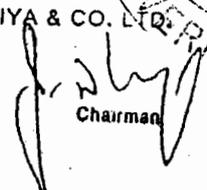
S. In order to take charge of the administration, repairs and maintenance of such infrastructural facilities for the tanneries, certain tanneries have formed a company, viz., CLCTA with an authorised share capital of Rs 5 crore and initial paid up share capital of Rs. 3 crore and CLCTA has represented to GOWB that it will as representative of all the tanneries operating within CLC area, i.e., the relocating and the new tanneries, be responsible for administration as well as repairs and maintenance of abovementioned common infrastructure as hereinafter provided in this agreement. The Memorandum of Association and Articles of Association of CLCTA are annexed vide Appendix-II.

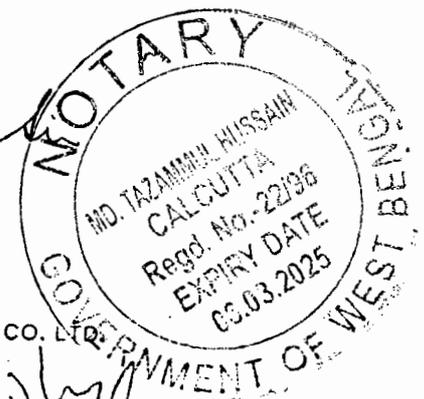
T. CLCTA has also represented to GOWB that they have obtained an undertaking as per proforma enclosed vide Appendix-III in from the majority of tanneries to be located within CLC including relocating and the new tanneries, that they agree to the role of CLCTA for the maintenance and supervision of the

CLC TANNERS ASSOCIATION  
  
 Honey, General Secretary



For M. L. DALMIYA & CO. LTD.

  
 Chairman



abovementioned infrastructure and CLCTA would henceforth act as the representative of the tanneries within CLC for maintenance of above infrastructure and for dealings with GOWB.

#7 X0

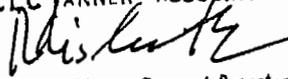
- U. GOWB, the Confirming Party and CLCTA have therefore come to certain understandings and agreement among themselves for the future running of the said infrastructure.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto agree as follows: -

#### 1. INTERPRETATION

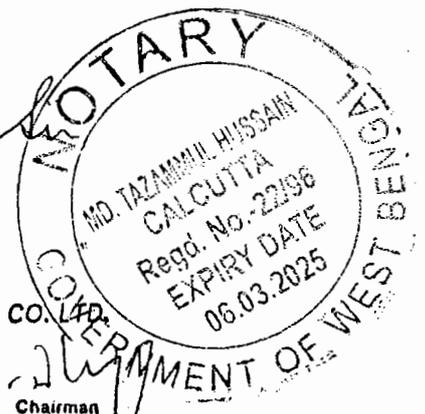
In this agreement, unless the context otherwise requires:

- (a) words denoting the singular shall include the plural and vice-versa;
- (b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- (c) heading and bold type face are only for convenience and shall be ignored for the purpose of interpretation;
- (d) references to all agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, novated or assigned from time to time;
- (e) reference to any legislation or law or to any provision thereof shall include references to such law as it may after the date of this

CLC TANNERS ASSOCIATION  
  
 Hon. General Secretary

For M. L. DALMIYA & CO. LTD.

Chairman



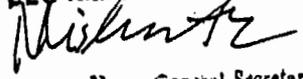
agreement from time to time be amended, supplemented or re-enacted;

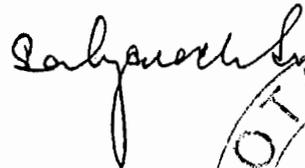
- (f) references to the word "include" or "including" shall be construed without limitation but shall not mean anything out of the context;
- (g) the Appendices to this agreement form a part of this agreement and will be in full force and effect as though they were expressly set out in the body of this agreement; and
- (h) a reference to "party" is to a party to this agreement and a reference to "parties" is, unless otherwise stated to the contrary, a reference to the parties to this agreement.

## 2 DEFINITIONS

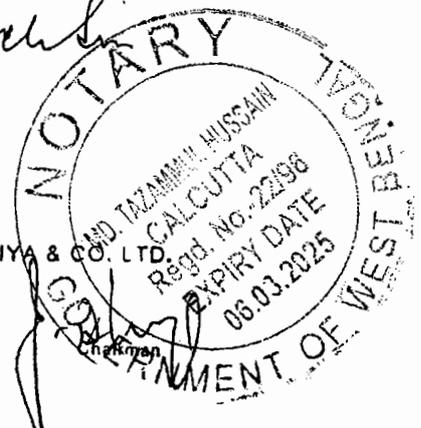
In this agreement, unless the context otherwise requires:

- **Calcutta Leather Complex** means the integrated leather complex for relocated tanneries and new tanneries and for allied industries and services at a composite site spread over Mouzas Karaidanga, Gangapur and Bhatipota under what is now the police station Kolkata Leather Complex in the district of 24-Parganas (South).
- **Capital levies (or levies for reimbursements of Capital Costs)** mean levies and charges as referred to in clause 7.1 of this agreement.
- **Chrome effluent** means liquid effluent after chrome tanning containing basic chromium sulphate which is not absorbed by the hides & skins after tanning.

CLC TANNERS ASSOCIATION  
  
 Honey, General Secretary

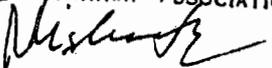


For M. L. DALMIYA & CO. LTD.



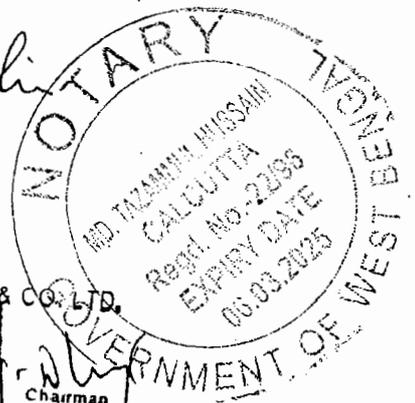
- **Common Chrome Recovery Plant** means the unit where the Chrome liquor waste generated from tanneries is to be treated for the recovery of chromium for reuse.
- **Common Effluent Treatment Plant (CETP)** means Treatment Plant for common use in which all the water from the tanneries will be treated except chrome effluent.
- **Domestic Sewage** means the sewage generated from domestic use.
- **Effluent** means liquid waste generated from tanneries and domestic use.
- **Effluent Discharge Norms** means the parameters specified by the Pollution Control Board for discharging into the sewage canal the tannery effluent after the treatment.
- **Effluent transport system** means removal of highly polluting wastes from the work areas and transported to CETP through underground HDPE pipe lines net work under gravity upto EPS and ultimately to CETP by pressure main.
- **Effluent Treatment Norms** mean the methods for the treatment of tannery liquid waste as specified by the Pollution Control Board / Authority.
- **Infrastructure assets** mean assets as referred to in clause 4 of this Agreement.
- **Infrastructure Services** means services arising out of infrastructure assets.
- **Mobile Chrome Recovery Units** mean mobile units meant to recover chromium from chrome waste liquor of the small and tiny units.
- **New Tanneries** mean tanneries that are not relocating tanneries (vide definition below) and that are not being shifted in the new location of

19  
22

ELC TANNERS ASSOCIATION  
  
 Emy, General Secretary



For M. L. DALMIYA & CO. LTD.



CLC as per Supreme Court Order, but that have negotiated terms with the Confirming/BOT Party directly;

~~20~~~~23~~

- **Operational charges** mean charges as referred to in clause 7.2 of this Agreement.
- **Other production units** mean manufacturing units other than tanneries.
- **Pretreatment facilities for primary treatment** mean the procedures as approved by the Pollution control Board/Authority followed for pre-treating the effluent excluding chrome effluent before discharging the same into the Effluent Treatment system.
- **Relocating tanneries** mean the tanneries, which were in existence at Tangra, Tiljala, Tapsia and Pagladana areas as recorded by the Government of West Bengal and being shifted in new location of CLC as per Supreme Court order.
- **Replacement charges** mean charges as referred to in clause 7.3 of this Agreement.
- **Solid waste management services** mean services rendered for disposal of solid wastes like fleshing, trimmings, sludge, etc. generated by the tanneries as per norms approved by the appropriate authority.
- **Solid waste management system** means the system through which solid waste generated from the tanneries and also the sludge generated from the primary treatment plant of the tanneries and CETP are sent to a designated land fill site for safe management and disposal as per norms prescribed by the appropriate authority.
- **SWID** means the State Waterways and Investigation Directorate of Govt. of West Bengal.
- **Tanneries** mean the industrial units which convert raw hides and skins / wet blue into finished leather.
- **Useful working lives of infrastructure assets** mean the period over which such assets will be expected to function according to efficiency standards that are accepted by general industry norms.
- **West Bengal Pollution Control Board** means the Board constituted as per the Water (Prevention and Control of Pollution). Act of 1974.

**EFFLUENT TREATMENT AND DISCHARGE**

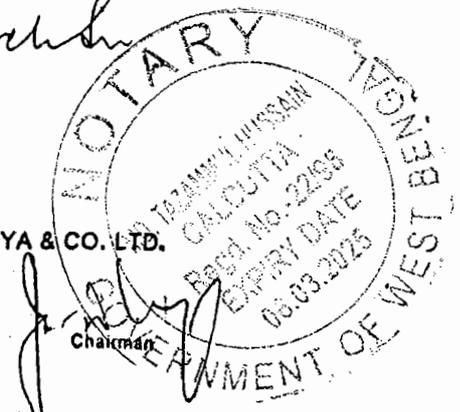
CLC TANNERS ASSOCIATION

*Mishra*

Member, General Secretary

*Salyerach*

For M. L. DALMIYA & CO. LTD.



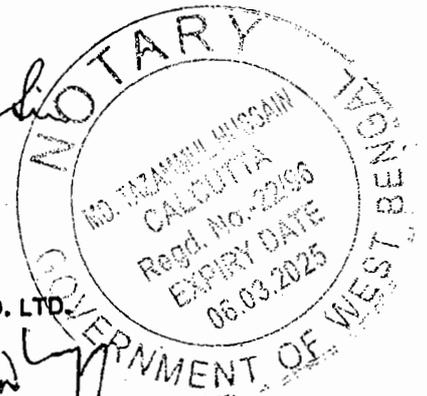
It is hereby recorded that the Common Effluent Treatment Plant which was originally planned in 6 modules has been completed only in respect of modules I and II and modules III and IV are in an advanced stage of construction, while the construction of modules V and VI is under progress. The CETP has been/is being constructed with funding by GOWB and the Govt. of India, for modules I, II, III & IV, and with funding by Govt. of India and the Confirming Party for modules V & VI and is now in an operational stage in respect of the first two modules.

CLCTA hereby undertakes that it shall ensure that all tanneries in CLC shall comply with all Effluent Treatment Norms and Effluent Discharge Norms and shall comply with all lawful directives given (and ensure that all tanneries in CLC comply with all lawful directives given) by the Pollution Control Authorities and by the Water and Irrigation authorities of GOWB from time to time and all rules and regulations in this behalf.

CLCTA also undertakes that it will ensure that all tanneries arrange for pre-treatment facility for primary treatment of the effluent within its tannery as may be required in terms of the approved technology and design of the Common Effluent Treatment Plant and shall to the satisfaction of West Bengal Pollution Control Board maintain and comply with all norms and regulations that may be required in terms of the said design and technology and statutory requirements of the West Bengal Pollution Control Board. CLCTA shall also ensure that all

CLC TANNER'S ASSOCIATION  
  
 Hony. General Secretary

For M. L. DALMIYA & CO. LTD.



tanneries also make arrangements for segregation of chrome effluent from other effluents within their respective functional areas. CLCTA shall ensure that no water and / or effluent or sewerage is spilt outside the premises of the tanneries or any tannery dumps garbage / sludge outside its premises

CLCTA also undertakes to effect the individual effluent /sewerage connection from individual Tannery Premises upto ETS manholes as per directive of the GOWB:

CLCTA also agrees to allow all domestic sewage of the entire CLC to be transported into the receiving well of CETP where this shall be treated along with industrial effluent (as the design concept of CETP as developed by UNIDO provides for entire domestic sewage of CLC to be treated together with industrial effluent for better and efficient functioning of CETP).

#### 4. OPERATION OF INFRASTRUCTURE ASSETS

It is hereby agreed between GOWB and CLCTA that CLCTA shall be responsible for maintenance, repairs and operation of :

- Common Effluent Treatment Plant for all modules on completion of construction and handing over of the same to CLCTA.
- Effluent Transport System on completion of construction and handing over of the same to CLCTA.

CLC TANNERS ASSOCIATION

*[Signature]*

Hony. General Secretary

*[Signature]*

For M. L. DALMIYA & CO. LTD.

*[Signature]*

NOTARY  
 MD. TAZAMUJ HUSSAIN  
 CALCUTTA  
 Regd. No.-22/98  
 EXPIRY DATE  
 06.03.2025  
 GOVERNMENT OF WEST BENGAL

- Common Chrome Recovery Plant and Mobile Chrome Recovery Units on completion of construction and handing over of the same to CLCTA.
- Solid Waste Management System on completion of construction and handing over of the same to CLCTA, insofar as the hazardous etc. waste is concerned; and with immediate effect, insofar as the domestic garbage removal is concerned.

Notwithstanding anything as mentioned hereinabove, the process water supply system shall be managed and operated by confirming party subject to satisfactory operation with respect to quantity, cost, specifications and standards to be settled by GOWB and in case of failure to maintain such standards of operation, the CLCTA and / or individual tanneries are given the option to explore an alternative / own water supply system which may be found technically feasible and may be approved by the West Bengal Pollution Control Board and / or SWID and / or other authorities (the point being elaborated in detail in the agreement between the Confirming / BOT party and User tanneries and the subject being an issue of review that would take place after four (4) months).

CLCTA hereby undertakes to maintain the infrastructure assets as detailed above and operate all services in connection with the above in CLC according to such standards as may be laid down from GOWB from time to time so as to ensure optimum production and commercial

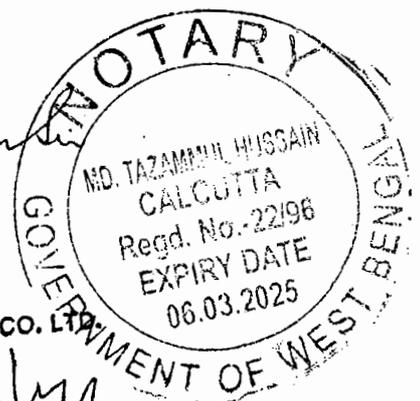
CLC TANNERS ASSOCIATION

*Mishra*

Hony, General Secretary

For M. L. DALMIYA & CO. LTD.

*M. L. Dalmiya*  
Chairman



efficiency of the tanneries and/or other non-polluting production units located in CLC.

CLCTA also undertakes to ensure that all tanneries in CLC are given the benefit of all the above infrastructure assets in an equitable and proper manner to cater to all their genuine needs for such infrastructure assets and services in relation thereto. CLCTA also undertakes to render solid waste management services to all production units other than tanneries situated in CLC, save and except for domestic garbage removal services which would be provided by CLCTA for the user tanneries only.

Such services will be rendered to the tanneries and the other production units whether or not they are shareholders and/or members of CLCTA.

5. **SCOPE OF INFRASTRUCTURE SERVICES**

For the removal of doubts it is expressly agreed between GOWB and CLCTA that in case of any difficulties with defining the extent and scope of services arising out of operations of infrastructure assets as envisaged in clause 4, the lawful decision of GOWB and / or the West Bengal Pollution Control Board in the matter will be final and binding.

6. **INDUSTRIAL TOWNSHIP AUTHORITY**

GOWB and CLCTA hereby agree that if in future any Industrial Township Authority is constituted with jurisdiction over CLC, CLCTA shall comply with all directives given from time to time by such authority and shall cooperate with such Township Authority in all respects.

CLC TANNERS ASSOCIATION

*Mishra*

Hony. General Secretary

*Sabyasachi*

NOTARY  
GOVERNMENT OF WEST BENGAL  
MD. TAZAMMUL HUSSAIN  
CALCUTTA  
Regd. No. 22/96  
EXPIRY DATE  
06.03.2025  
Chairman

For M. L. DALMIYA & CO. LTD

GOWB will also consider to have one nominee of CLCTA in the management committee, by whatever name called, of such Industrial Township Authority.

## 7. SERVICE CHARGES

### 7.1 Capital Levies (or levies for reimbursements of Capital Costs)

It is hereby recorded and agreed that the total cost of the CETP (modules I to IV), the ETS and the CCRP is about Rs. 89.45 crore. (subject to finalization and intimation to the parties before hand by the GOWB at the time of handing over of assets with detailed inventories). Such computation of cost will be reduced if, and to the extent, the Government of India converts its share of such costs of such assets into grant-in-aid. After such finalisation and intimation, CLCTA will be liable and responsible to pay back that amount to GOWB and/or GOI in the manner mentioned hereinafter.

CLCTA shall be authorised and liable and responsible to levy from all tanneries (including new tanneries) in CLC the following charges:

- A monthly charge to recover from each tannery in CLC on a pro-rata basis (based on production capacity) the cost of construction of modules I, II, III & IV of CETP.
- A monthly charge to recover from each tannery in CLC on a pro-rata basis (based on production capacity) the cost of construction of the Effluent Transport System.

CLC TANNERS ASSOCIATION

*Mishra*  
Hony, General Secretary

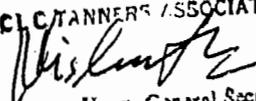
*Sabyasachi*  
NOTARY  
GOVERNMENT OF WEST BENGAL  
MD. TAZAMMUL HUSSAIN  
CALCUTTA  
Regd. No.-22/98  
EXPIRY DATE  
06.03.2025  
Chairman  
For M. L. DALMIYA & CO. LTD.

- A monthly charge to recover from the tanneries concerned in CLC on a pro-rata basis (based on production capacity) the cost of construction of the Common Chrome Recovery Plant.

26  
29

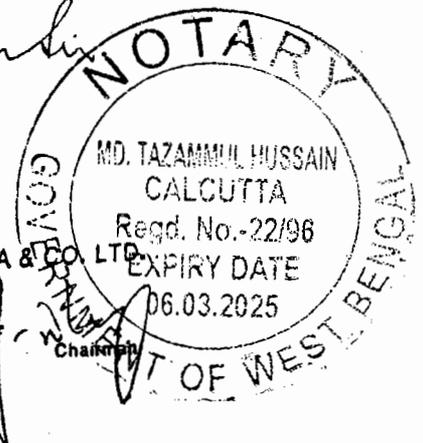
The recovery of the above charges will commence three years from CLCTA completing the process of taking over charge of all the above infrastructure assets in an operational stage. The recovery of the above charges will be spread equally over ten years from the above date. All the above monthly charges towards cost of construction recoverable by CLCTA shall be remitted by CLCTA to GOWB without fail in entirety by the 10<sup>th</sup> of the month following the month for which the instalments fall due. In the event of any default in the repayment of the instalments by CLCTA, the CLCTA shall pay an interest at the rate of 10% p.a. CLCTA shall also keep GOWB informed of the basis of levying the above charges from the individual tanneries and the basis of periodic revision of such charges, if any.

On completion of modules V & VI of CETP and on their being operational and on their being handed over to CLCTA by the Confirming party, the Confirming party will approach GOWB with details of costs of such modules (the recorded total project cost as on date being expected to be Rs.30.58 crore) where upon, on examination and satisfaction, the GOWB would communicate the same to CLCTA and then the cost of construction of modules V & VI shall also be remitted in instalments by CLCTA to GOWB for onward transmission to MLD (to the extent MLD's share is involved) and to GOI (to the extent GOI's share is involved) without fail in entirety by 10<sup>th</sup> of the month following

CLC TANNERS ASSOCIATION  
  
 Hon. General Secretary

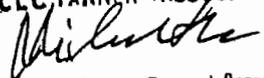


For M. L. DALMIYA & CO. LTD.

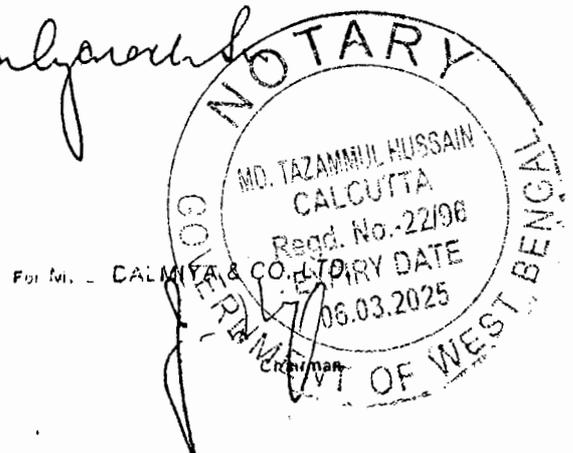


the month for which the instalments fall due. 50% of the cost of construction of modules V & VI ( i. e. the amount invested by MLD ) shall be recoverable from the new tanneries in 18 bi- monthly instalments or 36 monthly instalments ( as may be decided by GOWB) from the date of handing over of the modules V & VI to CLCTA. On completion of modules V &VI of CETP and on their being operational, and on their being handed over to CLCTA, the new tanneries connected to the CETP ( irrespective of the modules ) shall commence payment of instalments to CLCTA as per the Scheme of payments fixed in this paragraph for modules V & VI, less the amount (if any) already paid earlier for modules I/II/III/IV. The balance 50 % of the cost of construction of the modules V &VI shall be remitted by CLCTA to GOWB as per the scheme of payment that GOWB would evolve and intimate to the parties hereto on the basis of the terms and conditions framed for the modules I to IV above, unless those conditions are otherwise modified by the Government of India while making the allotments in this connection. Within the ambit of these principles mentioned here, the exact details/ schedules of instalments patterns (inclusive of interests, if any, for new tanneries) in this regard will be firmly communicated by GOWB to CLCTA while handing over the respective modules.

It is clarified, recorded and agreed that the conditions of repayment by CLCTA, as mentioned above, will be reviewed after the Govt. of India takes a final view about the nature and terms and conditions of their assistance for the CETP system.

CLC TANNERS ASSOCIATION  
  
 Honey, General Secretary

*Salyarand*



7.1.2 Notwithstanding whatever has been mentioned above, or elsewhere in this agreement, or in other agreements, it is hereby recorded, confirmed and agreed:-

that the modules I & II of the CETP will be operated and maintained till 31<sup>st</sup> March 2006 by the GOWB / Director of Industries (DI), West Bengal with help from the Kolkata Metropolitan Development Authority, through the already appointed construction and maintenance agency (which is VA Tech Wabag Ltd.), while the cost of electricity, other running costs, costs for replacement of parts, if any required, during this period will be borne by the CLCTA which, on intimation of such charges from the DI office, would pay the requisite sum to the DI for onward transmission to the construction and maintenance agency mentioned above. During the period, the construction and maintenance agency would pay the costs for chemicals etc. as per the O&M contract between DI and VA Tech Wabag and the CLCTA will have to bear the costs to the extent those costs are bearable by GOWB / DI as per the contract, exclusive of the costs that are bearable by VA Tech Wabag.

In so far as modules III & IV are concerned, VA Tech Wabag will remain in charge of operation and maintenance as per the contract between DI and VA Tech Wabag.

During this period, both for modules I & II as well as modules III & IV, the CLCTA will be allowed to actively associate itself with the

CLCTA MEMBERS ASSOCIATION

*Mishra*

Hony. General Secretary

*For M. L. DALMIYA & CO. LTD.*

For M. L. DALMIYA & CO. LTD.  
Chairman

NOTARY  
MD. TAZAMMIL HUSSAIN  
CALCUTTA  
Regd. No.-22/08  
EXPIRY DATE  
06.03.2025  
COMMISSIONER OF WEST BENGAL

O&M process for which it will depute technical personnel who may sit in the site office of the construction and maintenance agency and may get trained appropriately for operation & maintenance with a view towards finally taking over all the charge of modules I to IV from 1<sup>st</sup> April 2006.

It is clarified that for modules III & IV, the CLCTA will not be liable to bear the cost of replacement of spare parts, since the back to back warranty during the period under reference is available to the construction and maintenance agency from the respective suppliers, as confirmed by the said agency.

Disputes, if any, on the matter of bearing of costs and responsibility of VA Tech Wabag will be sorted out with reference to the existing contracts between GOWB/DI/Kolkata Metropolitan Development Authority, as the case may be, and VA Tech Wabag while this agreement only records and confirms the association of CLCTA with GOWB and VA Tech Wabag in this period of transition for smooth handover of assets.

It is clarified, recorded and agreed here that no provision in this Agreement will bestow any additional privilege or opportunity or concession on the V.A. Tech Wabag which is not included in their original agreement / contract (s) with the GOWB/Director of Industries / KMDA , and in case of any dispute, the original agreement

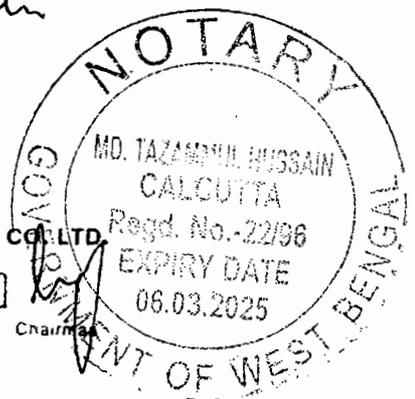
CLC TANNER ASSOCIATION

*Mishra*

Hony, General Secretary

*Sabyasachi*

For M. L. DALMYIA & CO. LTD.



/ contract(s) with the GOWB/Director of Industries/ KMDA shall prevail.

~~30~~  
~~30~~

## 7.2 Operational Charges

CLCTA shall be authorised to levy from all tanneries in CLC a monthly charge in respect of providing services from the CETP, from the Effluent Transport System, from the Common Chrome Recovery Plant, from the Mobile Chrome Recovery units and in respect of Solid Waste Management Services.

The above operation costs will be worked out by CLCTA immediately after the commencement of this agreement and may be revised at the end of March each year, if required, commencing from March 2006. GOWB will be kept informed of the basis of such monthly levy and the basis of periodic revision, if any.

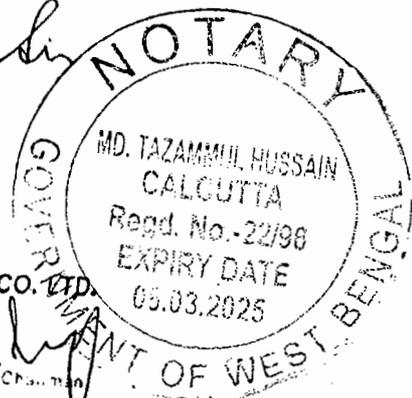
Such monthly operational charges shall be computed on a cost plus basis so as to ensure that CLCTA works on a "no profit no loss" basis and that such charges are sufficient to cover all costs and normal repairs and maintenance of all infrastructure assets being operated by CLCTA and normal taxes and levies incurred by CLCTA in rendering the services mentioned in clause 4 and also to recover all reasonable managerial and administrative costs of CLCTA. The monthly operational charges collected by CLCTA will be retained by CLCTA to meet all its operational outgoings and normal taxes and levies.

CLC TANNER ASSOCIATION  
*Mishra*  
General Secretary

*Salyachin*

For M. L. DALMIYA & CO. LTD.

*J. K. Dalmiya*  
Chairman





### 7.3 Replacement Charges

CLCTA shall be authorised to levy from all tanneries in CLC a monthly charge in order to create a fund for replacement of parts or the whole of the CETP, the Effluent Transport System, the Common Chrome Recovery Plant, the Mobile Chrome Recovery Units and the Solid Waste Management System.

The total amount to be collected as such replacement charges shall be intimated by GOWB to CLCTA and CLCTA shall, under intimation to GOWB, work out the amounts to be collected from the individual tanneries over the useful working lives of the respective infrastructure assets.

The monthly amounts so collected towards the replacement fund shall be kept in fixed deposit every month with Vijaya Bank, Overseas Branch, 125, Park Street, A.G. Tower House, Kolkata and shall be used only with the concurrence of GOWB for the purpose of replacement or renovation or renewal of any of the abovementioned infrastructure assets.

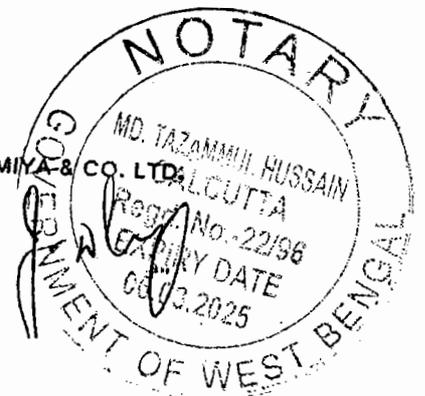
### 8. CONSTITUTION OF CLCTA

CLCTA shall at all times have a minimum paid up share capital of Rs 3.00 crore and shall be administered by a Managing Committee which shall be constituted in such a manner so as to ensure wide and adequate representation from both relocating and new tanneries in the tannery area.

CLCTANNERS ASSOCIATION  
  
 Hony. General Secretary



For M. L. DALMIYA & CO. LTD.



The Managing Committee of CLCTA shall have at all times at least one nominee from GOWB.

~~SE~~  
~~SE~~

**9 RELATIONSHIP BETWEEN TANNERIES AND CLCTA**

9.1 CLCTA agrees that it shall as soon as is practically feasible enter into an appropriate agreement with each tannery in CLC so that CLCTA is able to discharge effectively its duties and responsibilities as envisaged in this agreement and such other responsibilities as CLCTA may have to fulfill to ensure the implementation of this agreement, and successful commercial operation of the tanneries.

9.2 It is hereby confirmed that CLCTA shall have the power and authority to levy interest/damages/penalty on any tannery in CLC for late payment or non-payment of its periodic dues to CLCTA and it is also hereby confirmed that CLCTA shall in case of non-payment of dues over such period of time as may be determined by CLCTA have the power and authority to interrupt, for any tannery, access to infrastructure assets and/or interrupt services till such time such dues are paid and also in case of non-payment or in case of violation of norms inform the Pollution Control authorities to enable such authorities to take such steps against the defaulting tannery as the authorities may deem fit.

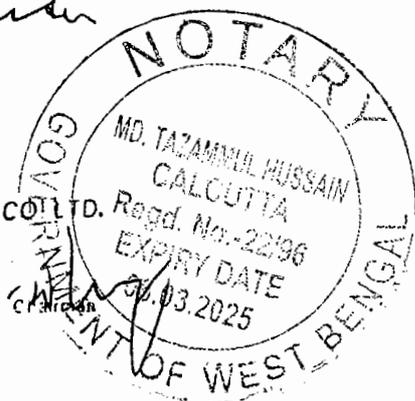
**10. TENURE**

This agreement shall be co-terminous with the lease agreements entered/to be entered by the tanneries in the tannery area in respect of the

CLCTANNERS ASSOCIATION  
*Mishra*  
Holy, General Secretary

*Salyaruchi*

For M. L. DALMIYA & CO. LTD.



land to be occupied by the respective tanneries. However, clause nos. 14 and 15 shall survive the termination of the agreement.

~~76~~

#### 11. OWNERSHIP OF ASSETS

It is hereby expressly provided and agreed between GOWB and CLCTA that all infrastructure assets mentioned in clause 4 and/or any replacements thereof or additions thereto will remain the property of GOWB to be used solely for the benefit of the tanneries and other production units in CLC till the completion of the payment of capital levies as mentioned in clause 7.1 hereto. On full payment of capital levies as mentioned in clause 7.1 GOWB shall transfer to CLCTA limited rights of ownership of the infrastructure assets in so far as CLCTA shall not have any rights to transfer, mortgage, encumber or alienate the infrastructure assets without prior written consent of GOWB, and CLCTA shall be obliged to use such infrastructure assets solely for the benefit of the tanneries and other production units in CLC and CLCTA shall also be under obligation to replace parts or whole of such assets and/or renovate such assets as per directions of GOWB with the proceeds of replacement charges collected as mentioned in clause 7.3 hereto. Provided however that such transfer of ownership of assets to CLCTA shall only take place after CLCTA has furnished to GOWB, in a form acceptable to GOWB, a 'no objection' letter signed by all tanneries or majority of tanneries (provided the majority percentage is found satisfactory to the Government of West Bengal) in CLC indicating that they have 'no objection' to such ownership transfer.

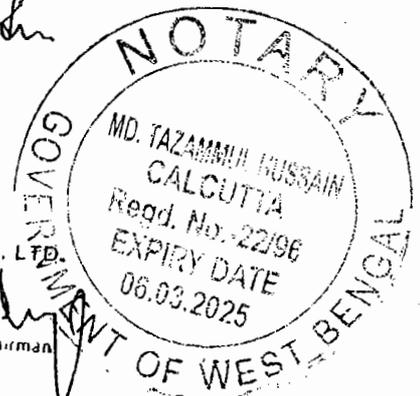
CLC TANNERS ASSOCIATION

*[Signature]*  
Hony. General Secretary

*[Signature]*

For M. L. DALMIYA & CO. LTD.

*[Signature]*  
Chairman



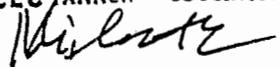
39  
X**12. BANK GUARANTEE**

CLCTA shall furnish within 60 days of signing of this agreement a guarantee for a value of Rupees one crore fifty lakh from a scheduled commercial bank in favour of GOWB as per format attached vide Appendix IV in support of their obligations and performance under this agreement. Another bank guarantee amounting to Rs. three crore shall be submitted by CLCTA within a year from the date of taking over the charge of maintenance of the modules I to IV of CETP.

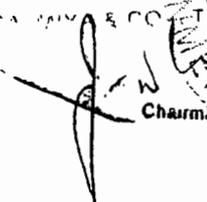
**13. DEFAULT & TERMINATION****13.1 Event of Default - Right of GOWB to terminate**

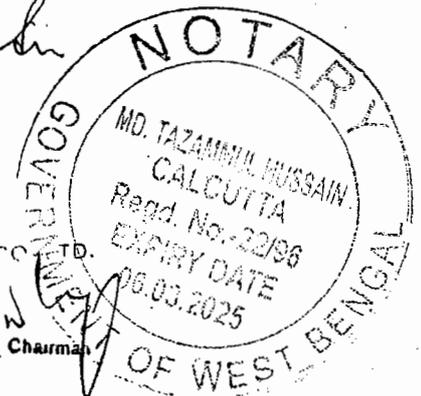
The following shall constitute Events of Default on the part of CLCTA.

- i) A material breach of a material provision of this Agreement by CLCTA;
- ii) Repudiation of this Agreement by CLCTA or the evidencing of an intention by CLCTA not to be bound by the terms of this Agreement;
- iii) CLCTA abandons its administration of the infrastructure assets mentioned in Clause 4 or stops rendering infrastructure services in connection with CLC for a continuous period of 30 days;

CLCTANNERS / SOCIATION  
  
 Honey, General Secretary



CLCTANNERS & CO. LTD.  
  
 Chairman



- iv) CLCTA is in default of its dues payable to GOWB for a period of over 60 days;
- v) At least 90% of the tanneries in CLC inform GOWB in writing that they do not want the infrastructure services and/or operation of the infrastructure assets to be operated /administered by CLCTA;

~~33~~  
~~38~~

### 13.2 Consequences of Default

In the event of an Event of Default ("Event of Default") the termination procedure as set out in this Clause shall apply.

#### 13.2.1 Notice of Intent to Terminate

- (a) On the happening of any Event of Default as set out above, GOWB may, but shall not be under any obligation to, initiate termination of this Agreement by delivering a notice to CLCTA intention to terminate this Agreement ("Notice of Intent to Terminate").
- (b) The Notice of Intent to Terminate shall specify with reasonable detail the defaults committed by CLCTA.

#### 13.2.2 Remedy Period

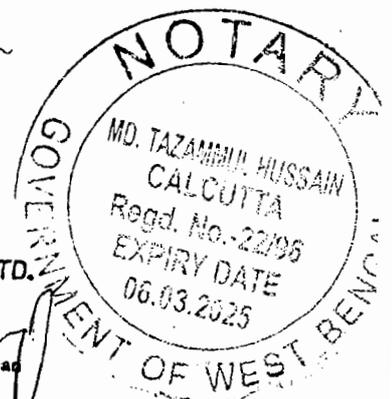
- (a) Following the service of the Notice of Intent to Terminate, CLCTA shall have a period of 30 days ("Remedy Period") to cure the Event of Default pursuant to which the Notice of Intent to Terminate was issued.

CLC TANNERS ASSOCIATION  
*Milind*  
Hony. General Secretary

*Salyasurbi*

For M. L. DALMIYA & CO. LTD.

*M. L. Dalmiya*  
Chairman



- (b) During the Remedy Period, CLCTA may continue to undertake efforts to cure the default, and GOWB shall not, by any act or omission, impede or otherwise interfere with the CLCTA endeavors to remedy the Event of Default.
- (c) During the Remedy Period, CLCTA shall, continue to perform its obligations under this Agreement.

26  
31

### 13.2.3 Withdrawal of Notice of Intent to Terminate

If, during the Remedy period, CLCTA rectifies or remedies the default to the satisfaction of GOWB or GOWB is satisfied with steps taken or proposed to be taken by CLCTA or the Event of Default giving rise to the Notice of Intent to Terminate has ceased to exist, GOWB shall withdraw the Notice of Intent to Terminate in writing.

### 13.2.4 Termination Notice

- (a) Upon the expiry of the Remedy Period, unless the parties have otherwise agreed to, or the event of default giving rise to the Notice of Intent to Terminate has ceased to exist or the default has been rectified or remedied by CLCTA, GOWB may terminate this Agreement by giving a written notice ("Termination Notice") to CLCTA.
- (b) Upon the receipt of such notice this Agreement shall stand terminated and the provisions of this Clause shall be applicable.

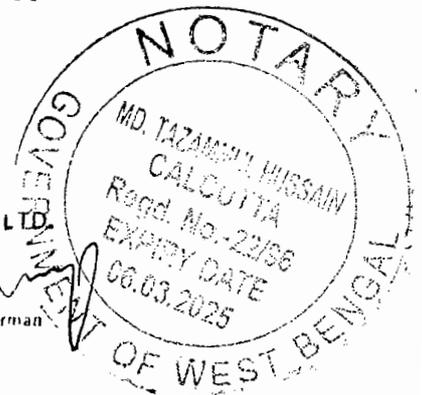
CLC TANNERS ASSOCIATION

*Mishra*  
Hony. General Secretary

*Sabyasachi*

For M. L. DALMIYA & CO. LTD.

*J. Dalmiya*  
Chairman



**13.2.5 Interim Arrangements**

However, until such time as the infrastructure mentioned in Clause 4 or any parts thereof, are taken over by GOWB, both the parties shall use all reasonable efforts to operate and maintain infrastructure services and infrastructure assets of the tannery area as per the provisions of this Agreement.

**13.2.6 Termination Arrangements**

On termination of this agreement, GOWB shall take over possession of all infrastructure assets in CLC as mentioned in clause 4 and GOWB shall make alternative arrangements for operation and maintenance of the same, as GOWB may consider appropriate and CLCTA shall hand over immediate and peaceful possession of such infrastructure assets to the designated representatives of GOWB. Immediately on the termination of this agreement, CLCTA shall co-operate in the transfer to GOWB of the fixed deposits lying with the Vijaya Bank Foreign Exchange Branch, Kolkata in respect of replacement charges levied by CLCTA from the tanneries.

**14: DISPUTE RESOLUTION**

- (a) Any dispute or difference of whatsoever nature howsoever arising under, out of, or in connection with, this Agreement between the Parties shall be referred first to the Central Leather Research

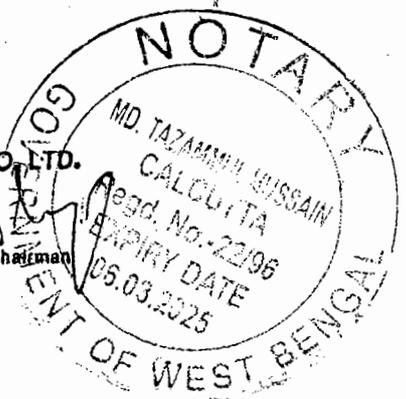
CLC TANNERS ASSOCIATION

*[Signature]*  
Hony General Secretary

*[Signature]*

For M. L. DALMIYA &amp; CO., LTD.

*[Signature]*  
Chairman



Institute set up by the Govt. of India under the auspices of the Council of Scientific and Industrial Research for a verdict which shall be binding and valid on both the parties. In case the Central Leather Research Institute fails to give an award within 90 days of such referral, the dispute resolution procedures as set out hereafter will be operative to the exclusion of other forums of dispute resolution.

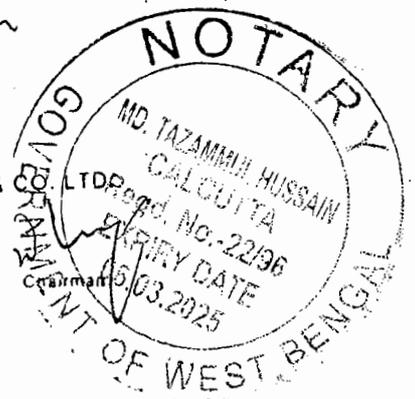
38  
X

- (b) Each Party shall select and appoint one senior representative within a period of 15 days from the day on which the notice of dispute has been sent by one Party to the other. The representatives shall meet in Kolkata as and when necessary from time to time and attempt in good faith and use their best endeavours at all times to resolve the dispute and produce written terms of settlement.
- (c) If the dispute has not been resolved as evidenced by the signing of the written terms of settlement within 60 business days after the receipt of the notice as provided in Clause 15(b) above, the provisions of Clause 15(d) herein below shall be applicable.
- (d) In the event that the dispute has not been resolved in accordance with the provisions of Clause 15(a) to (c) herein above, such dispute shall be submitted to arbitration and shall be finally determined in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof by a three-member arbitral tribunal, comprising one arbitrator nominated by each Party, with the

CLC TANNERS ASSOCIATION  
  
 Holy, General Secretary



For M. L. DALMIYA & CO.



presiding arbitrator to be nominated by the two arbitrators so appointed. Upon receipt of a notice in writing from the Party nominating the first arbitrator, the other Party shall have a period of thirty (30) days to nominate the second arbitrator. Upon failure to appoint such second arbitrator, the first-nominated arbitrator shall act as the sole arbitrator to resolve the dispute. The arbitral tribunal shall have powers to grant interim awards.

*29*  
*42*

- (e) The venue of arbitration shall be Kolkata and the language of arbitration shall be English.
- (f) The fees and expenses of the arbitral tribunal and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitral tribunal. The arbitral tribunal may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by a Party.
- (g) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

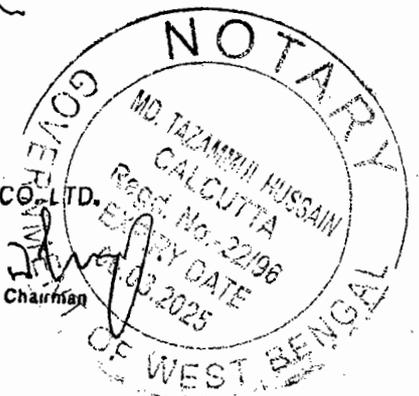
CLC TANNERS ASSOCIATION

*Milind*  
Hony. General Secretary

*Sabharwal*

For M. L. DALMIYA & CO. LTD.

*M. L. Dalmiya*  
Chairman



- (h) Subject always to the arbitration agreement contained herein, the courts of Kolkata shall have exclusive jurisdiction over matters relating to this Agreement.

40  
43

## 15. INDEMNITIES

- (a) CLCTA shall comply with all Applicable Laws in accordance with its obligations under this Agreement. CLCTA shall be liable for and shall defend, hold harmless and indemnify GOWB against all losses, claims and costs arising out of CLCTA's performance of the Agreement, breach of the Agreement, claims of tanneries in the event of disruption in service and other claims of tanneries and claims of third parties, contractors and sub-contractors.
- (b) CLCTA hereby agrees and undertakes that during the tenure of this Agreement it shall indemnify and keep indemnified and otherwise save harmless, GOWB, its agents and employees, from and against all claims, demand, made against and/or loss caused and/or damages suffered and/or cost, charges/expenses incurred or put to and/or patently levied and/or any claims due to injury to or death of any person and/or loss or damage caused or suffered to property owned or belonging to GOWB or its agents and employees or third party as a result of any acts, deeds or things done or omitted to be done by CLCTA or a result of failure on the part of CLCTA to perform any of its obligations

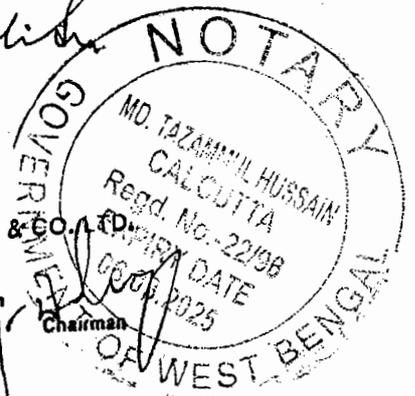
CLCTA TANNERS ASSOCIATION

*Mishra*  
Hony. General Secretary

*Salyareetish*

For M. L. DALMIYA & CO. LTD.

Chairman



under this Agreement or on CLCTA committing breach of any of the terms and conditions of this Agreement or on the failure of CLCTA to perform any of its statutory duty and/or obligations or failure or negligence on the part of CLCTA to comply with any statutory provision or as a consequence of any notice, show cause notice, action, suit or proceedings given initiated, filed or commenced by any third parties or Government Authority or as a result of any failure or negligence or willful default of CLCTA or its contractor(s), subcontractors, sub licensee, invitees or employees, servants, agents of such contractor(s) and/or sub contractor(s) and/or sub licensees and/or invites as the case may be in connection with or arising out of this Agreement.

~~4/11~~  
~~4/11~~

#### 16. ASSIGNMENT

CLCTA may assign this agreement to any other successor entity representing all the tanneries in the tannery area with the prior written consent of GOWB.

#### 17. INSURANCE

17.1 CLCTA shall on and from the date of handing over of the infrastructure assets, maintain and cause to be maintained at its own expense, insurance policies as are customary or may in future become available on commercially reasonable terms from a Public Sector insurance company for an initial period of three years and then from any insurance company, including but not limited to :

- i) Fire, Marine cum erection insurance and/or breakdown insurance;

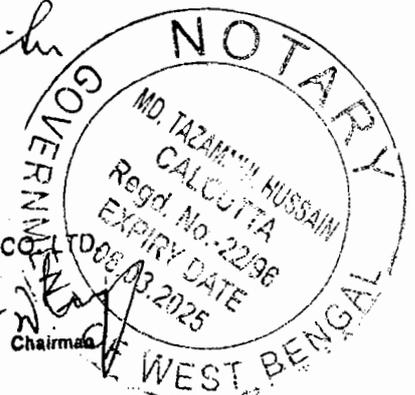
CLCTA TANNERS ASSOCIATION

*Mishra*  
Hony. General Secretary

*Sabyasachi*

For M. L. DALMIYA & CO. LTD

Chairman



- ii) Public liability insurance;
- iii) Statutory insurances such as Workmen's Compensation insurance, or any other insurance as may be required by applicable law or common usage or practice;
- iv) Insurances related to any of the obligations of CLCTA as per this agreement;
- v) Insurance against natural disasters, theft or burglary.

42  
~~43~~

17.2 CLCTA shall, at the request of GOWB, furnish copies of certificates and policies of insurance referred to in clause 17.1 to GOWB after they have been received by CLCTA and shall at the request of GOWB furnish evidence to GOWB that all relevant premiums have been paid and that the relevant policies remain in force.

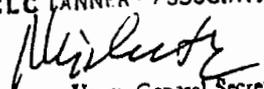
17.3 If CLCTA shall fail to effect and/or maintain insurance in accordance with this clause, GOWB may effect the insurance at the full cost and expense of CLCTA by encashing the proceeds of the bank guarantee as is referred to in clause 12 hereto.

17.4 Any insurance claim paid to CLCTA shall be used for reconstruction of such assets, as may have been the subject matter of such claim.

## 18. MISCELLANEOUS PROVISIONS

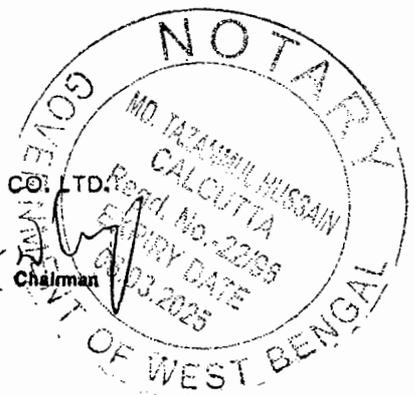
### 18.1 Amendments, etc.

No amendment or waiver of any provision of this Agreement, nor consent to any departure by any of the parties there from, shall in any event be effective unless the same shall be in writing and signed by the Parties

CLCTANER'S ASSOCIATION  
  
 Hon. General Secretary



For M. L. DALMIYA & CO. LTD.



Chairman

hereto and then such waiver or consent shall be effective only in the specific instance and for the specified purpose for which given.

~~48~~  
~~46~~

**18.2 Agreement to Override Other Agreements : Conflicts**

This Agreement supersedes all previous agreements or arrangements (including the Build and Operate Transfer Agreement entered into between the GOWB and the Confirming Party on 7<sup>th</sup> June 1997 to the extent relevant) between parties, if any, including any correspondence or understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

**18.3 No Waiver : Remedies**

No failure on the part of any party to exercise, and no delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are the cumulative and not exclusive of any remedies provided by Applicable Law.

**18.4 Severance of Terms**

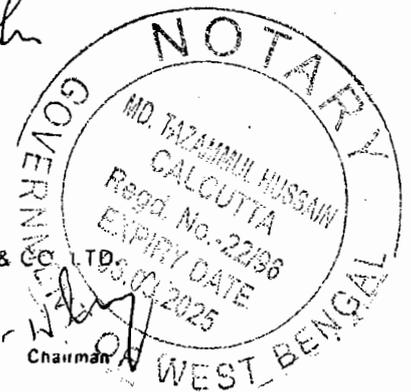
If any provisions of this Agreement are declared to be invalid, unenforceable or illegal by any competent arbitral tribunal or court, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.

CLC TANNER ASSOCIATION

*M. L. Dalimix*  
Hony. General Secretary

*Salyarish*

For M. L. DALIMIX & CO. LTD.



Chairman

**18.5 Language**

All notices, certificates, correspondence or other communications under or in connection with this Agreement shall be in English.

**18.6 Notices**

Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by registered post or facsimile transmission. The addresses and numbers for service of notice shall be given to the Parties at their respective addresses set forth below:

**GOWB**

Attn: Director of Industries,  
Department of Commerce & Industries,  
New Secretariat Building, Kolkata-700 001.

Telephone No. : 033- 2248-0238  
Fax No. : 033-2248-7246

**CLCTA**

Attn: General Secretary, CLCTA  
7, Waterloo Street  
Kolkata-700 069

Phone: 033-2248-7549  
Fax: 033-2329-1326

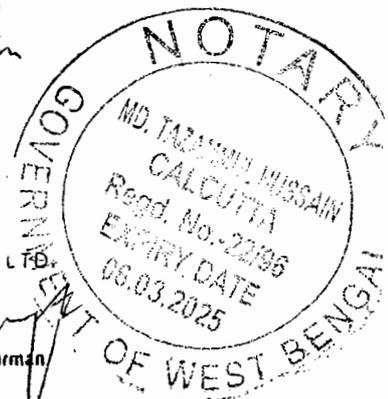
Or such other address, or facsimile number as may be notified by that Party to the other Party from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile when transmitted properly addressed to such facsimile number. In case

CLCTA TANNER ASSOCIATION  
*Mishra*  
Hony. General Secretary

*Salyasudin*

For M. L. DALMIYA & CO. LTD.

*[Signature]*  
Chairman



any party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other parties in writing to the adoption thereof.

~~45~~  
48

### 18.7 Original Document

This Agreement is made in three original copies, each having the same contents and the parties have read and thoroughly understood the contents hereof and have hereby affixed their respective signatures and seals before witnesses.

### 18.8 Representations and Warranties

CLCTA represents and warrants to GOWB that:

- a) it is duly organised, validly existing and in good standing under the laws of the jurisdiction of its incorporation/establishment;
- b) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- c) it has taken all necessary actions to authorise the execution, delivery and performance of this Agreement;
- d) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof;
- e) there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court,

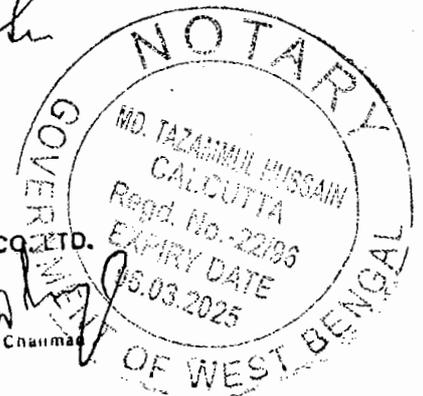
CLCTANNERS ASSOCIATION

*Mishra*  
Holy General Secretary

*Sabyasachi*

For M. L. DALMIYA & CO. LTD.

*M. L. Dalmiya*  
Chairman



administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement.

46  
49

**18.9 Several Obligations**

Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency or joint venture among the Parties and Parties shall be liable to perform their respective duties and discharge their respective liabilities or obligations in accordance with the provisions of this Agreement.

**18.10 Separability**

If for any reason whatsoever any provision or any part(s) of this Agreement is held or shall be declared to be void or illegal or invalid under present or future laws or regulations effective and applicable during the tenure of this agreement, by any competent arbitral tribunal or court, such provisions shall be fully separable and this Agreement shall be constructed as if such provision or such part(s) of this Agreement never comprised part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such void or illegal or invalid provision or by its severance from this Agreement.

CLC TANNERS ASSOCIATION

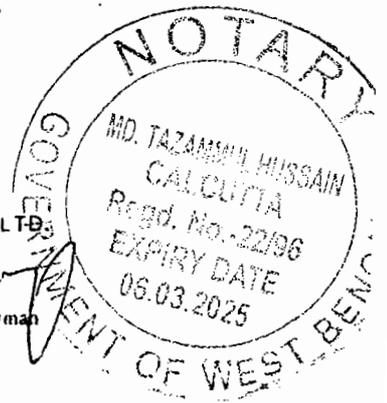
*[Signature]*

Hony. General Secretary

*[Signature]*

For M. L. DALMIYA & CO. LTDs

*[Signature]*  
Chairman



IN WITNESS WHEREOF the parties have executed this agreement the day,  
month and year first above written.

~~47~~  
~~80~~

SIGNED AND DELIVERED on behalf of  
GOVT. OF WEST BENGAL represented by

Principal Secretary.....  
Commerce & Industries Department  
Writers Buildings  
Kolkata,

*Sabyasachi Sen*

Sabyasachi Sen I.A.S  
Principal Secretary  
Commerce & Industries Deptt  
Govt. of West Bengal

in the presence of: *[Signature]*

SIGNED AND DELIVERED on behalf of  
CLC Tanners Association represented by.....  
By virtue of Board resolution dated  
...14-05-2025, at Kolkata,

CLC TANNERS ASSOCIATION

*[Signature]*  
President

CLC TANNERS ASSOCIATION

*[Signature]*  
Hony. General Secretary

in the presence of: *[Signature]*

*1142 M. L. DALMIYA & CO. LTD. - 44, 47, 7, RAJIB KOLKATA - 700 046*

SIGNED AND DELIVERED on behalf of  
M. L. DALMIYA & CO. LTD.,  
by its Director,.....

For M. L. DALMIYA & CO. LTD.

*[Signature]*  
Chairman

By virtue of Board Resolution dated ...04-05-2025 at Kolkata,

in the presence of: *[Signature]*  
*36, Garia Main Road, Kolkata - 700 084.*

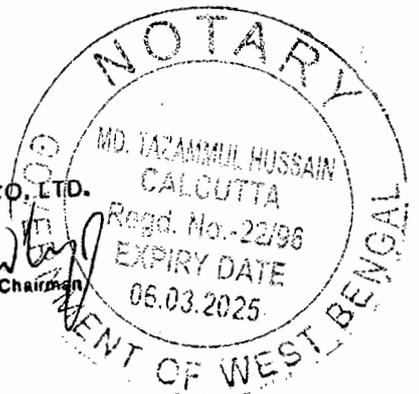
CLC TANNERS ASSOCIATION

*[Signature]*  
Hony. General Secretary

*Sabyasachi Sen*

For M. L. DALMIYA & CO. LTD.

*[Signature]*  
Chairman



Appendix I  
List of Tanneries Allotted Land in CLC

Area in Sq. m.

A) List of Relocated Tanneries which have already been allotted land at CLC			
Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
1	A KONG TANNERY	800.375	Z- 8/633
2	A N S LEATHER CO	800.140	Z- 5/389
3	A R ENTERPRISE	400.140	Z- 6/544
4	AAQUIB TANNERY	1000.080	Z- 4/286
5	ABDIN LEATHE CONCERIA PVT. LTD.	669.370	Z- 4/316
6	ABDUL WADOOD	300.023	Z- 6/574
7	ABSHAR INTERNATIONAL	1000.180	Z- 2/155
8	AFKO TANNERY	1008.740	Z- 3/222
9	AFOOD TANNERY	1000.300	Z- 5/425
10	AFTAB TANNERY	400.190	Z- 4/313
11	AGRA FINE LEATHER TANNERY	1000.320	Z- 4/291
12	AH CHUNG TANNERY	2000.070	Z- 5/417
13	AH FEE TANNERY	1500.000	Z- 2/090
14	AH SEIN TANNERY	1000.000	Z- 8/642
15	AH TIAM TANNERY	3000.520	Z- 5/415
16	AH WOON TANNERY	400.160	Z- 7/500
17	AH YIN TANNERY	2000.690	Z- 5/422
18	AHMED TANNERY	700.700	Z- 2/185
19	AINUL HAQUE & BROS	1800.440	Z- 2/146
20	AJMERI LEATHER WORKS	153.000	Z- 1/030
21	AKHAND TANNERY (NARENDER CHOUHAN, TAJ TANNERY SURJIT KAUR)	502.000	Z- 9/748
22	AKRAM LEATHER CORPORATION	2000.400	Z- 2/091
23	ALAM & CO	1000.250	Z- 7/534
24	ALAM TANNERY (P) LTD.	18582.500	Z- 1/053
25	ALBERT TANNERY	700.350	Z- 5/435
26	ALI JAWED TANNERY	1400.310	Z- 3/269
27	ALIA LEATHER COMPANY	1000.300	Z- 3/253
28	ARFAT TANNING INDUSTRIES	1000.130	Z- 3*270
29	ARSHI LEATHERS	1000.000	Z- 1/042
30	ASHRAF TANNERY	385.220	Z- 7/523
31	ASLAM TANNING INDUSTRIES PVT. LTD	3000.180	Z- 3/217
32	ASMA TANNERY	2700.400	Z- 2/092
33	B.N.ENTERPRISE	400.120	Z- 9/819
34	B.AFTAB JAHAN BEGAM & M.QAMAR ALAM	400.190	Z- 9/779
35	B.D.TANNERY	500.170	Z- 4/311
36	BACHANA RAM	400.160	Z- 7/496

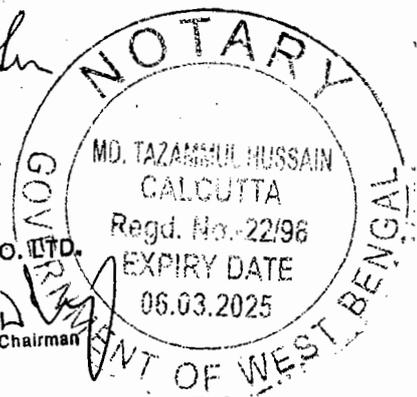
CLC TANNER ASSOCIATION

*[Signature]*  
Hony, General Secretary

*[Signature]*

For M. L. DALMIYA & CO. LTD.

*[Signature]*  
Chairman



Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
37	BADIUZZAMAN & SON	300.300	Z- 1/009
38	BADRUDDOJA & SONS	400.000	Z- 7/531
39	BAHADUR TANNERY	400.020	Z- 9/808
40	BASUDEV RAM	400.180	Z- 9/830
41	BEAUTY LEATHER WORKS	1337.970	Z- 2/166
42	BECHU DAS	400.180	Z- 9/840
43	BEE KAY LEATHER INDUSTRIES	1733.330	Z- 2/156
44	BENGAL REPTILE EXPORTING CO(1958)PVT. L	3000.200	Z- 2/076
45	BENGAL TANNING INDUSTRIES	2002.000	Z- 1/075
46	BHARAT TANNERIES	1000.200	Z- 1/024
47	BHOLA RAM	401.580	Z- 7/503
48	BISHNU TANNERY	400.180	Z- 9/839
49	BISMILLAH TANNING INDUSTRIES	1003.400	Z- 3/267
50	BRIGHT LEATHER	400.180	Z- 9/838
51	BUDHU RAM & BROTHER, HARIDAS	334.010	Z- 9/785
52	BUKHARA LEATHER INDUSTRIES	1088.630	Z- 3/276
53	C.P.L. TANNERY	3000.510	Z- 5/369
54	CALCUTTA CHROME TANNING INDUSTRY	1002.000	Z- 1/021
55	CANTON TANNERY	4000.320	Z- 8/597
56	CATHAY TANNERY	1500.240	Z- 5/358
57	CHAMPION TANNERY	3000.790	Z- 8/619
58	CHAN LIN TANNERY	1000.270	Z- 5/444
59	CHANDRA LEATHERS	400.180	Z- 9/832
60	CHANG HING TANNERY	3000.180	Z- 5/396
61	CHANG KAI TANNERY	500.110	Z- 9/766
62	CHANG LEATHER INDUSTRY	500.110	Z- 8/664
63	CHANG TIEN HSUN & BROS	1000.450	Z- 5/409
64	CHEN KI SEN TANNERY	1000.554	Z- 5/403
65	CHEN KOU JUNG	1500.550	Z- 8/565
66	CHEN LAN PO TANNERY	3000.230	Z- 5/379
67	CHEN SHUNG YUNG	1000.450	Z- 5/410
68	CHENG SEN TANNERY	866.840	Z- 5/366
69	CHI THAI TANNERY	1000.330	Z- 5/437
70	CHIANG SHENG TANNERY	6000.560	Z- 5/377
71	CHIEH SHING TANNERY	3000.350	Z- 5/355
72	CHIEN HSING TANNERY	3000.390	Z- 5/424
73	CHIN CHIN TANNERY	400.160	Z- 7/499
74	CHINGSUE TANNERY PVT LTD	500.110	Z- 9/764
75	CHIU LEE TANNERY	600.400	Z- 8/632A
76	CHIUSONS COMPANY	300.300	Z- 9/836
77	CHONG KHIN TANNERY	500.144	Z- 8/667
78	CHONG LUNG TANNERY	666.750	Z- 7/490

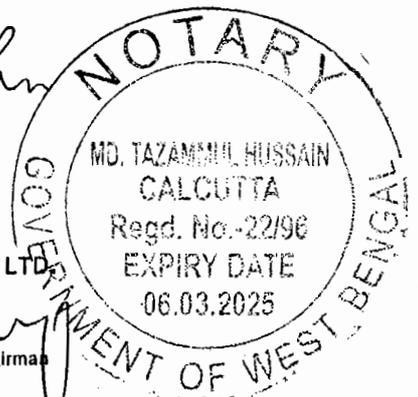
CLCTANNER ASSOCIATION

Hony, General Secretary

Sabyarathin

For M. L. DALMIYA &amp; CO. LTD.

Chairman



Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
79	CHU & CO.	1500.400	Z- 8/602
80	CHU CHONG TANNERY	500.144	Z- 8/666
81	CHUN HING TANNERY	3067.200	Z- 1/051
82	CHUNG WAH TANNERY	2000.740	Z- 5/382
83	CHUNG YIN TANNERY	505.271	Z- 8/665
84	CIRIA TANNING CO. PVT. LTD	400.200	Z- 8/628A
85	CITIZEN LEATHER	1000.320	Z- 4/289
86	CLASSIC TANNERY PVT. LTD.	1200.380	Z- 2/131
87	CLEMENT EXPORTS	2000.190	Z- 5/376
88	COMMERCIAL HIDE & SKIN CO.	3367.100	Z- 3/214
89	CONTINENTAL LEATHER CORPORATION	3000.480	Z- 3/236
90	CREATIVE LEATHERS	1103.380	Z- 2/151
91	CRESCENT TANNERY	1340.000	Z- 1/044
92	CROWN LEATHER TANNERY	600.060	Z- 7/485
93	CROWN TANNERY	950.990	Z- 5/388
94	DA LI TANNERY	2033.370	Z- 5/393
95	DIAMOND TANNERY & CO	2000.200	Z- 5/385
96	DILSHAD AHMED & CO	2002.000	Z- 1/073
97	DINESH RAM	400.120	Z- 9/814
98	DINESH TANNERY	400.180	Z- 9/835
99	DIOMOND INTERNATIONAL	1000.130	Z- 3/271
100	DOLPHIN LEATHER IMPEX	669.000	Z- 4/304
101	E.FU TANNERY PVT LTD	400.020	Z- 9/802
102	EAST POINT SKIN CO.	500.000	Z- 1/033
103	ECOTAN	800.110	Z- 7/466
104	EHSANI LEATHER INDUSTRIES	400.101	Z- 6/570
105	EK ONKAR TANNERIES	400.180	Z- 9/841
106	EKTA TANNERY	400.160	Z- 7/497
107	EMPEROR TANNERY	1440.280	Z- 7/460
108	ENAM TANNERS	3000.400	Z- 2/100
109	EQBAL AHMED & CO.	1500.270	Z- 3/251
110	ESTEEM LEATHER PRODUCTS	600.300	Z- 2/094
111	ETCETRA INTERNATIONAL	633.378	Z- 7/518
112	EXACT LEATHER & ACCESSORIES	6000.150	Z- 2/079
113	EXCELLENT LEATHER INDUSTRIES	400.890	Z- 2/190
114	FAI HIN TANNERY	2000.580	Z- 6/566
115	FAIZ TANNING INDUSTRY	2000.100	Z- 2/161
116	FANCY SKIN TANNERY	468.340	Z- 4/312
117	FASHION LEDERWAREN	1500.060	Z- 2/140
118	FOLEY TANNERY	1000.210	Z- 7/455
119	FONG HSING TANNERY	500.050	Z- 7/481
120	FOO SIN TANNERY	1000.140	Z- 5/438

SP/MS/GOVT/CLCTA (14/01)

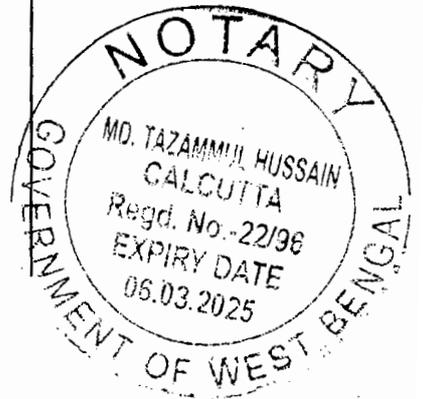
CLC TANNERS ASSOCIATION

Hony. General Secretary

*Sabyasachi*

For M. L. DALMIYA & CO. LTD.

Chairman



Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
121	FOOK HING LEATHER WORKS	1000.010	Z- 5/439
122	FOUR STAR TANNERY	400.180	Z- 9/828
123	FOUR STAR TANNERY	400.210	Z- 7/491
124	FRENCH TANNERY	1000.400	Z- 7/459
125	FU CHANG TANNERY	1000.000	Z- 2/086
126	FU LEATHER INDUSTRIES	3000.358	Z- 8/621
127	FU LEE CO.	1000.370	Z- 5/427
128	FU SHEEN TANNERY	2200.020	Z- 5/368
129	G.A. JOLLI	3000.180	Z- 3/229
130	G.B.S. TANNERS PVT. LTD.	2766.830	Z- 3/223
131	GANAUR RAM & SONS	268.180	Z- 2/139
132	GLOBE TANNERY.	550.000	Z- 1/036
133	GLOBE TANNERY	268.190	Z- 7/504
134	GLOBE TANNERY & CO.	350.240	Z- 9/827
135	GOODWILL LEATHER	1500.190	Z- 2/167
136	GOODWILL SERVICE CO.	1000.550	Z- 5/406
137	GOODWILL TANNERY	2000.530	Z- 5/416
138	GOURI ENTERPRISES	666.080	Z- 2/172
139	GOUTAM ROY	334.400	Z- 9/742
140	GRAND LEATHER WORKS	4001.250	Z- 1/058
141	GREAT CHINA TANNERY	500.112	Z- 9/765
142	GREAT INDIA TANNERY	670.010	Z- 7/492
143	H. HSIN & BROTHERS	750.190	Z- 9/754
144	H.K. TANNERY	1070.190	Z- 2/122
145	H.L. TANNERY	201.040	Z- 4/324
146	H.M. AYYUB SKIM INDUSTRIES	400.180	Z- 8/653
147	HARGOPAL & BEANT RAM	603.150	Z- 7/535
148	HARIJAN TANNERY	1000.210	Z- 7/457
149	HARISH CHANDRA RAM	360.070	Z- 9/807
150	HASAN EXPORTS	2000.010	Z- 6/568
151	HEN LEY TANNERY	1500.170	Z- 5/354
152	HINDUSTAN TANNING INDUSTRIES	1500.040	Z- 3/263
153	HING LOONG TANNERY	500.050	Z- 7/482
154	HOCK SOON TANNERY	4500.480	Z- 5/401
155	HORIZON LEATHER FINISHERS	400.250	Z- 7/511
156	HOW FA TANNERY	1000.370	Z- 5/428
157	HSIANG LI TANNERY	1500.240	Z- 5/357
158	HSIN YEH TANNERY	2000.290	Z- 5/420
159	HSING HSING TANNERY	500.144	Z- 8/663
160	HSING SON TANNERY	500.050	Z- 7/483
161	HSIUNG BROTHERS' TANNERY	1000.270	Z- 5/443
162	HSIUNG LEATHER INDUSTRIES	1000.500	Z- 5/353

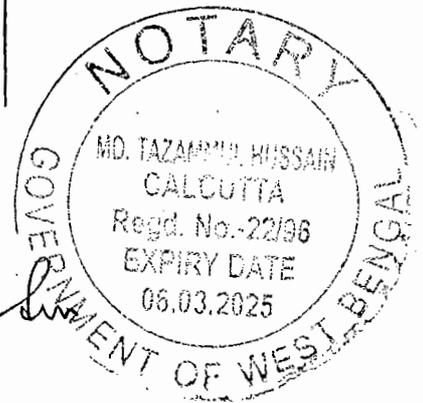
Approved 0078-CLCTA (14/9)

CLC TANNER ASSOCIATION

Hony, General Secretary

For M. L. DALMIYA & CO. LTD.

Chairman



~~52~~  
~~55~~

Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
163	HUAN SHENG TANNERY	3201.510	Z- 5/381
164	HUPSON TANNERY	3000.000	Z- 5/363
165	IDEAL TANNERY	650.200	Z- 7/484
166	IFTEKHARUL HASSAN & OTHERS	1033.620	Z- 2/145
167	IMPERIAL GLOBE INDUSTRIES	401.500	Z- 9/823
168	INDIA TANNERY	535.030	Z- 4/336
169	INDIAN TANNING INDUSTRIES	2680.000	Z- 8/600
170	INDOTAN	2600.150	Z- 2/098
171	INDUSTRIAL LEATHER MANUFACTURING COMPANY	1400.080	Z- 2/159
172	INDUSTRIAL LEATHERS	400.180	Z- 9/845
173	INTERNATIONAL TANNING SYNDICATE	3020.550	Z- 2/080
174	INTERNATIONAL OVERSEAS EXPORTERS	1000.040	Z- 2/141
175	INTERNATIONAL TANNING CORPORATION	4000.500	Z- 3/225
176	IQBAL TANNERY	1000.320	Z- 4/293
177	IRFAN TANNERY	600.000	Z- 1/023
178	ITI EXPORTS PVT LTD	2002.000	Z- 1/074
179	J.B.ENTERPRISE	400.120	Z- 9/818
180	J.K.TANNERY	933.420	Z- 2/128
181	J.S.TANNERY INDUSTRY	500.060	Z- 7/522
182	JAFFS LEATHER WORKS	2803.850	Z- 3/239
183	JAGDEO DAS, BIKAU DAS	400.180	Z- 9/826
184	JAGSONS TANNING INDUSTRIES	1000.280	Z- 8/601
185	JAMEEL LEATHERS	2000.420	Z- 2/097
186	JIN FAH TANNERY	500.144	Z- 8/662
187	JUN HSING TANNERY	800.210	Z- 5/359
188	K.D.TANNERY	400.120	Z- 9/812
189	K.G.N.TANNING INDUSTRIES	268.210	Z- 4/327
190	K.K.TRADER'S	400.110	Z- 9/791
191	K.Y.CHANG & SONS TANNERY	500.359	Z- 5/431
192	KA FUNG TANNERY	2000.090	Z- 5/399
193	KA LIM TANNERY	4050.640	Z- 8/598
194	KAMSONS TANNERY	400.180	Z- 9/843
195	KAPIL DEO RAM	400.120	Z- 9/813
196	KAYCEE TRADING CO	3000.850	Z- 8/618
197	KHADEM HOSSAIN	400.570	Z- 9/758
198	KIM SHANG TANNERY	732.110	Z- 6/564
199	KIM WAH TANNERY	2000.480	Z- 5/405
200	KOH SINN TANNERY	3000.370	Z- 5/408
201	KONG YUAN TANNERY	700.350	Z- 5/436
202	KULDIP TANNERY	366.670	Z- 9/806
203	KUO TIEN TANNERY	500.144	Z- 8/661

www.cclt.com

CLC TANNERS ASSOCIATION

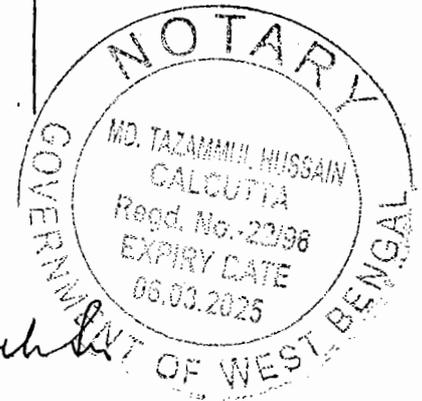
*Mishra*

Hony. General Secretary

*Sabyasachi*

For M. L. DALMIYA & CO. LTD.

*[Signature]*  
Chairman



56

Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
204	KWALITY EXPORTS	400.250	Z- 7/513
205	KWALITY TANNING CORPORATION	850.080	Z- 7/476
206	KWANG LEE TANNERY	1000.100	Z- 5/386
207	LABBAIK INTERNATIONAL	1000.000	Z- 1/034
208	LAIS LEATHER INDUSTRIES PVT LTD	2200.280	Z- 3/255
209	LAKHI TANNERY	167.590	Z- 7/529
210	LEATHER IMPEX	800.140	Z- 7/471
211	LEATHER QUE	1371.960	Z- 3/261
212	LEATHER TREND	3000.400	Z- 2/093
213	LEATHERENA (INDIA)	500.090	Z- 2/154
214	LEATHEREX TANNING INDUSTRIES	1500.090	Z- 3/216
215	LEDERMAN COLLECTIONS	400.380	Z- 7/516
216	LEE BROTHERS	1000.370	Z- 5/426
217	LEE MIN TANNERY PVT LTD	3025.440	Z- 8/596
218	LEE YOUN CHIN TANNERY	2000.310	Z- 5/412
219	LI SHING TANNERY	500.110	Z- 9/763
220	LI WEI SEONG & BROTHERS	3000.525	Z- 1/070
221	LIAN SHENG TANNERY	4000.400	Z- 5/384
222	LIAN WAH TANNERY	500.110	Z- 9/762
223	LIBRA LEATHER	3000.350	Z- 2/095
224	LJU CHING YUAN TANNERY	1440.010	Z- 5/442
225	LUCKY LEATHER INDUSTRIES	3008.390	Z- 5/423
226	M.YAHYA & CO	1400.000	Z- 1/043
227	M.ISRAFEEL & BROTHERS	400.330	Z- 9/796
228	M.K.PRODUCTS	1001.610	Z- 7/452
229	M.S.S.B. TANNERY	400.180	Z- 9/827
230	MANI LEATHER INDUSTRIES	1371.960	Z- 3/259
231	MANISH TRADING COMPANY	1000.180	Z- 2/157
232	MANZOORIA TANNERY	1672.610	Z- 3/238
233	MANZOORUL ISLAM & OTHERS	669.000	Z- 4/297
234	MARSHAL TANNING INDUSTRIES	468.520	Z- 4/319
235	MASOD ALAM & CO	1000.500	Z- 2/099
236	MD.JAWED & SONS	600.253	Z- 7/533
237	MD.SAUD	400.190	Z- 9/787
238	MERCURY EXPORTS	2067.140	Z- 3/240
239	MILAN TANNERY	5000.080	Z- 6/567
240	MISBAHUL HAQUE & CO.	702.000	Z- 1/020
241	MOD TAN ENTERPRISE	1003.380	Z- 5/352
242	MODERN LEATHER INDUSTRIES	1300.090	Z- 2/108
243	MOHAN GENERAL TRADING COMPANY	1440.280	Z- 7/461
244	MOW CHONG TANNERY (PVT) LTD.	2800.080	Z- 8/614
245	N.J.LEATHER ENTERPRISE	6000.000	Z- 1/054

CLC TANNER ASSOCIATION

CLC TANNER ASSOCIATION

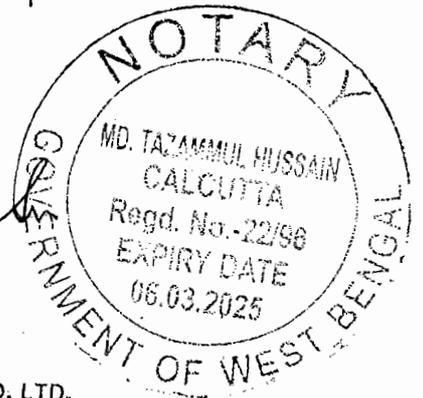


Hon. General Secretary



For M. L. DALMIYA &amp; CO. LTD.

Chairman



Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
246	N.M.TANNERY	666.930	Z- 2/125
247	NAFIS TANNING INDUSTRIES	2500.470	Z- 3/245
248	NAPPIER LEATHER PAINT (TANNERY)	500.170	Z- 4/341
249	NASIM TANNING ENTERPRISE	500.170	Z- 4/309
250	NEHA LEATHER'S	400.210	Z- 7/519
251	NEW AHFEE TANNERY	500.110	Z- 9/761
252	NEW HORIZONS LTD	2203.200	Z- 1/052
253	NEW PIONEER LEATHER.	500.060	Z- 7/521
254	NEW PUNJAB TANNERY	401.660	Z- 3/273
255	NEW STANDARD OPTICAL CO.	500.170	Z- 4/339
256	NEZAMUDDIN TANNERY	800.110	Z- 7/465
257	O.S.SPLIT JOB WORKING	500.090	Z- 2/153
258	OLYMPIC TANNERY	3000.570	Z- 5/407
259	ORIENTAL LEATHER INDUSTRIES	700.040	Z- 4/300
260	OSMAN SHARIFF	400.120	Z- 9/817
261	OXFORD TANNERS	1239.690	Z- 1/006
262	P PAGNON CO PVT LTD	2750.130	Z- 2/082
263	PAL TANNERY	334.090	Z- 9/805
264	PANNA LEATHER	401.180	Z- 9/804
265	PAO SHENG TANNERY	400.020	Z- 9/803
266	PARAGON LEATHER CO	1000.320	Z- 4/288
267	PARAMOUNT LEATHERS	760.670	Z- 9/761
268	PARK LEATHER COMPANY	2880.390	Z- 2/163
269	PARMESHWAR DAS	400.180	Z- 9/844
270	PATRANABIS LEATHER INDUSTRIES	930.000	Z- 1/018
271	PAUL'S LEATHER SERVICE	300.130	Z- 7/510
272	PAYMENTAL TANNERIES	2000.350	Z- 10/899
273	PEN HOO TANNERY	7000.000	Z- 8/604
274	PIONEER LEATHER INDUSTRY	1000.280	Z- 8/617
275	PIONEER TANNING INDUSTRIES	2400.020	Z- 3/257
276	PRISTINE LEATHER FASHIONS	400.080	Z- 7/530
277	PUNAM LEATHER WORKS	1000.170	Z- 2/117
278	PUNJAB LEATHER ENTERPRISES	401.660	Z- 3/272
279	PUNJAB TANNERY	1337.850	Z- 3/275
280	QASIM LEATHER INDUSTRIES	400.130	Z- 9/776
281	QUEEN LEXPO	1000.040	Z- 2/147
282	R.H.TANNERY	400.110	Z- 9/792A
283	R.P. TANNERY	300.380	Z- 2/137
284	RABIDAS TANNERIES LTD	2700.000	Z- 8/613
285	RABINDER RAM	400.300	Z- 9/767A
286	RADIANT LEATHERS PVT LTD	2000.220	Z- 2/103
287	RAJ TANNERY	800.120	Z- 7/472

Form No. 0075-CLCTA (14/9)

CLC TANNERS ASSOCIATION

*[Signature]*

Hony General Secretary

*[Signature]*

NOTARY  
 MD. TAZAUL HUSSAIN  
 CALCUTTA  
 Regd. No.-22/96  
 EXPIRY DATE  
 03.03.2025  
 GOVERNMENT OF WEST BENGAL

For M. L. DALMIYA & CO. LTD.  
*[Signature]*  
 Chairman

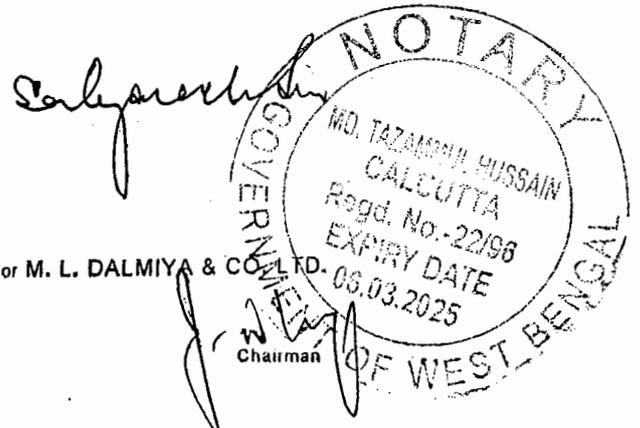


Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
288	RAJAN TANNERY	1400.080	Z- 2/160
289	RAJENDRA MANCHANDA	1000.130	Z- 2/164
290	RAJSONS LEATHER COMPANY	670.270	Z- 8/646
291	RAM DAS	400.110	Z- 9/797
292	RAM DAYAL DAS	334.090	Z- 9/743
293	RAM DAYAL DAS	334.150	Z- 9/744
294	RANJIT TANNERY PVT LTD	1000.210	Z- 7/453
295	RAVINDER KUMAR	335.120	Z- 7/495
296	REGAL TANNING COMPANY	400.180	Z- 9/824
297	RENNETS EASTERN EXPORTS	3000.400	Z- 2/077
298	REPTILE & CHROME TANNERY	752.700	Z- 2/78B
299	RISHI LEATHER PVT LTD	5000.592	Z- 6/562
300	ROSHAN LEATHER WORKS	400.190	Z- 9/786
301	ROSHAN TRADERS	400.120	Z- 9/811
302	ROYAL TANNERY	400.190	Z- 9/784
303	ROYCO TANNERS PVT LTD	400.250	Z- 7/514
304	S D A TANNERY	400.190	Z- 9/783
305	S.MONDAL LEATHER WORKS	402.080	Z- 7/520
306	S.D.TANNERY	360.120	Z- 9/770
307	S.L.TANNERY	200.220	Z- 2/127
308	S.T.LEATHERS	670.150	Z- 7/470
309	S.T.TANNERY	1000.450	Z- 5/411
310	SABIR HOSSAIN	400.190	Z- 9/782
311	SAFIYA TANNING INDUSTRIES	802.880	Z- 7/475
312	SALIM LEATHER CORPORATION	1000.180	Z- 3/265
313	SARIM ENTERPRISES	1005.100	Z- 3/247
314	SATGURU TANNERIES	735.260	Z- 7/473
315	SEIN YEE TANNERY	2000.720	Z- 5/356
316	SENIOR RUBBER WORKS	334.660	Z- 4/330
317	SENIOR TANNING CORPORATION	1500.240	Z- 2/123
318	SHADAB ENTERPRISES	1000.280	Z- 3/249
319	SHAKTI CHEMICAL STORES	401.590	Z- 4/320
320	SHALIMAR TANNERIES (P) LTD	400.115	Z- 9/815
321	SHAMIM HIDE	401.580	Z- 7/502
322	SHANGHAI LEDERWAREN CO.	1500.000	Z- 2/089
323	SHANMUNI TANNERY	400.160	Z- 2/191
324	SHEE SEN LEATHER PVT LTD	2400.170	Z- 8/629
325	SHEERMA TANNING INDUSTRIES	2507.910	Z- 2/111
326	SHENG LI TANNERY	266.664	Z- 8/629B
327	SHEO SANKER DAS & BALESWAR RAM	400.190	Z- 9/780
328	SHEONG SHI TANNERY	3000.290	Z- 5/397
329	SHIH MEI TANNERY	2000.210	Z- 5/400

APPROVED GOVT. CLCTA (14/05)

CLC TANNERS ASSOCIATION

Hony. General Secretary



For M. L. DALMIYA & CO. LTD.

Chairman

Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
330	SHILPA EXPORTS	843.550	Z- 4/295
331	SHING HING TANNERY	500.050	Z- 7/480
332	SHUJI YUAN TANNERY	2000.310	Z- 5/413
333	SIN SIN TANNERY	1000.270	Z- 5/440
334	SING HING TANNERY	6000.450	Z- 5/378
335	SIP SHING TANNERY	3000.144	Z- 8/620
336	SKY TANNERY	1000.210	Z- 7/454
337	SONG HING TANNERY	400.110	Z- 9/790
338	SONI LEATHERS	2066.780	Z- 2/143
339	STANDARD LEATHER PVT LTD	5600.130	Z- 6/561
340	STAR LEATHER	1340.000	Z- 1/045
341	STAR TANNING INDUSTRIES	2804.230	Z- 3/231
342	STOUT INDIA INDUSTRIES	1950.300	Z- 1/012
343	SULTAN LEATHER	600.253	Z- 7/532
344	SUMMAN TANNERY	400.250	Z- 7/515
345	SUNDRI TANNERY	400.180	Z- 9/891
346	SUNITA TANNERY	4000.450	Z- 8/609
347	SUPER HIDE & SKIN AGENCY	800.110	Z- 7/467
348	SUPER TANNERS SYNDICATE	600.110	Z- 4/342
349	SUPERTANS (INDIA)	900.050	Z- 2/120
350	SUPREME TANNERY	500.000	Z- 1/031
351	SURINDER KUMAR SAROYA, HANS RAJ H	670.040	Z- 2/174
352	T.N.FASHIONS (P) LTD	400.120	Z- 9/816
353	TAI LIEN TANNERY	1809.340	Z- 8/603
354	TAI LIM TANNERY	5350.950	Z- 8/648
355	TAJ CUIR	2000.350	Z- 1/015
356	TAJ LEATHER WORKS	20047.500	Z- 1/001
357	TAJ TANNING INDUSTRIES	2000.470	Z- 3/234
358	TANMACO	500.000	Z- 1/035
359	TANNEX INTERNATIONAL	2100.340	Z- 2/112
360	TARKESHWAR NATH SHAW	500.170	Z- 4/310
361	TE CHONG TANNERY	1400.100	Z- 1/019
362	TEK HSING TANNERY	400.110	Z- 9/792
363	THAI CHUNG TANNERY	1000.554	Z- 5/402A
364	THE ASIATIC LEATHER	300.800	Z- 2/130
365	THE JUBILEE TANNERY	400.130	Z- 2/115A
366	THE LEATHER DREAM	400.160	Z- 7/501
367	THIRUSULAM LEATHER INDUSTRIES	753.880	Z- 2/171
368	TIEN SHENG TANNERY	1000.410	Z- 5/367
369	TIGER TANNING INDUSTRIES	2002.000	Z- 1/072
370	TITAN LEATHERS PVT LTD	4500.070	Z- 2/165
371	TOP ASIA TANNERY	400.180	Z- 8/654

CLC TANNER ASSOCIATION

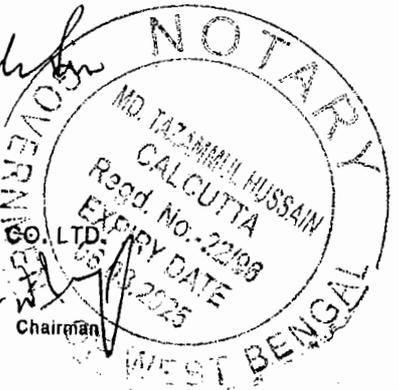
CLC TANNER ASSOCIATION

*M. L. Dalmiya*

Hon. General Secretary

*Sabharwal*

For M. L. DALMIYA & CO. LTD.



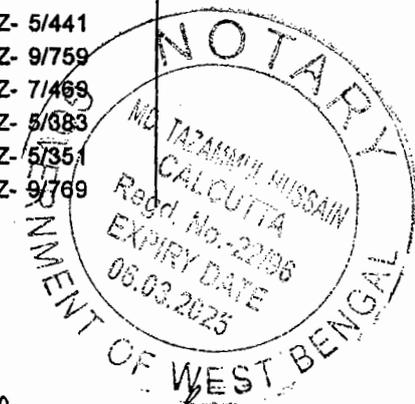
Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
372	TOP GRAIN TANNERTIES(RAJNAK TANNERY PIONEER TANNER, ANAND TANNERY )	600.210	Z- 9/750
373	TOPCO ENTERPRISE	500.190	Z- 4/332
374	TOPTANS	5500.180	Z- 3/227
375	TRANS RUBBER INDUSTRIES	1004.050	Z- 2/152
376	TRIDENT LEATHER	3000.430	Z- 3/220
377	TULSYAN IMPEX PVT LTD	2502.500	Z- 1/011
378	TWO STAR TANNERY	2000.362	Z- 5/394
379	ULA LEATHERS	1500.170	Z- 5/348
380	ULLY TANNERY	400.180	Z- 8/668
381	UMESH RAM	400.020	Z- 9/809
382	UNITED CHROME TANNERY	400.160	Z- 7/498
383	UNITED FRIENDSHIP TANNERY	300.000	Z- 8/640
384	UNITED TANNING CENTRE	669.240	Z- 4/318
385	UNIVERSAL LEATHER AGENCY	3000.400	Z- 5/349
386	UNIVERSAL REAL LEATHER PRODUCTS	1338.670	Z- 6/569
387	USMANI HIDE & SKIN AGENCY	600.110	Z- 4/334
388	UTTAM ROY	334.400	Z- 9/825
389	VICTOR LEXPORT	3067.160	Z- 5/419
390	VICTORY LEATHER	1000.210	Z- 7/456
391	VICTORY TANNERY	550.000	Z- 1/038
392	VIKASH TANNERY	2000.280	Z- 7/462
393	VOLGA TANNERY	4866.980	Z- 8/645
394	WAN CHONG TANNERY	1000.145	Z- 5/421
395	WANLEY TANNERY	1000.330	Z- 5/433
396	WANSON LEATHER INDUSTRIES	4500.000	Z- 5/364
397	WEBLE TANNERS	600.496	Z- 3/212
398	WEBLEC (INDIA)	3500.090	Z- 8/649
399	WEBTA PVT LTD	669.100	Z- 4/308
400	WEI CHUNG TANNERY	500.160	Z- 9/771
401	WEI HING TANNERY (RF)	750.178	Z- 5/430
402	WELMAC LEATHERS	720.080	Z- 7/474
403	WING SUNG TANNERY	4500.880	Z- 8/616
404	WINSOME LEATHERS	2002.000	Z- 1/014
405	WONG TANNERY	500.110	Z- 9/760
406	WU BROTHERS	670.010	Z- 7/493
407	WU LEATHERS	1000.270	Z- 5/441
408	XIN HING TANNERY	500.110	Z- 9/759
409	YAN CHONG TANNERY	670.150	Z- 7/469
410	YAO SHING TANNERY	6800.060	Z- 5/383
411	YE FONG TANNERY	3000.350	Z- 5/351
412	YE THEAM TANNERY	400.130	Z- 9/769

CLC TANNERS ASSOCIATION

CLC TANNERS ASSOCIATION

*[Signature]*

Hony. General Secretary



*[Signature]*

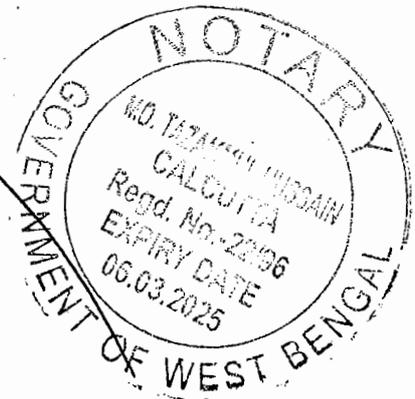
For M. L. DALMIYA & CO. LTD.

*[Signature]*  
Chairman

58

X1

Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
413	YEE LUNG TANNERY	666.810	Z- 9/753
414	YEO FAH TANNERY PVT LTD	1000.230	Z- 5/365
415	YOGENDRA DAS AND SURENDRA DAS	400.180	Z- 9/842
416	YOGENDRA DAS AND SURENDRA DAS	400.180	Z- 8/655
417	YOU LEY SHIN TANNERY	666.750	Z- 7/489
418	YU LEY TANNERY	3000.650	Z- 5/380
419	YUAN SHIN TANNERY	2000.362	Z- 5/392
420	YUN CHING TANNERY	403.100	Z- 9/834
421	YUN KING TANNERY	3000.180	Z- 5/395
422	YUNG KONG TANNERY	508.080	Z- 9/773
423	YUNKIU LEATHER EXPORT CORPN	500.160	Z- 9/772
424	ZEE LEATHER	400.180	Z- 8/656
425	ZENIT EXPORT SYNDICATE	500.170	Z- 4/338
426	ZIA HIDE SIN AGENCY	2500.170	Z- 3/243



Approved CCWB-CLCTA (149)

CLC TANNERS ASSOCIATION

*Philok*  
Hony. General Secretary

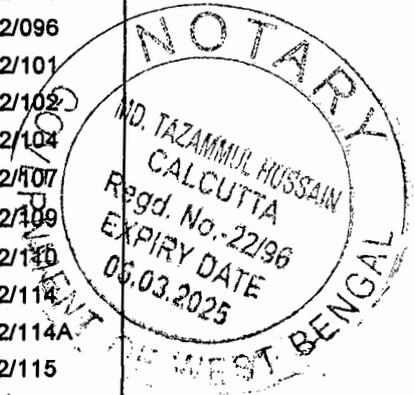
*Sabyasachi*

For Mr. L. DALMIYA &amp; CO. LTD.

*L. Dalmiya*  
Chairman

54  
82

B) List of New Tanneries which have already been allotted land at CLC			
Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
1	NADEEM IMPEX	2801.000	Z-1/008
2	GATEWAY LEATHERS PVT. LTD	1341.000	Z-1/017
3	DASH INTERNATIONAL	1002.000	Z-1/022
4	DASH INTERNATIONAL-1	2882.000	Z-1/022A
5	MUSTAQ AHMED	500.000	Z-1/027
6	TASLIM TANNERY	500.000	Z-1/028
7	KANUNGOE LEATHE PVT. LTD	700.000	Z-1/032
8	LEATHER IMAGE	1000.000	Z-1/040
9	NISA ENTERPRISE	842.800	Z-1/046
10	HENA LEATHER CO	1500.000	Z-1/047
11	SRIMANI SILPAYAN (INDIA) PVT. LTD	3002.400	Z-1/049
12	TIGER OVERSEAS	3571.200	Z-1/050
13	RELIABLE LEATHER WORKS	2270.400	Z-1/059
14	NISA ENTERPRISE-1	1050.000	Z-1/060
15	MYCO EXPORTS	1500.250	Z-1/064
16	LEATHER INDIA	1558.700	Z-1/071
17	ROYAL CREST	1500.200	Z-2/078
18	STAR HIDE COMPANY	400.000	Z-2/083
19	J C TRADERS	2000.000	Z-2/084
20	GLOBAL TANNING INDUSTRIES	2000.000	Z-2/086A
21	ORION EXPORTS	1400.400	Z-2/089A
22	NUDRAT TANNING SYNDICATE	1312.725	Z-2/096
23	SUMBUL TANNING CORPORATION-1	1000.060	Z-2/101
24	SUMBUL TANNING CORPORATION-2	1000.640	Z-2/102
25	SPECIAL LEATHER INDUSTRIES	2304.970	Z-2/104
26	DOLPHIN LEATHERS	2226.000	Z-2/107
27	SADIA INTERNATIONAL	1876.200	Z-2/109
28	EZAZUL HAQUE & MD RIZWAN	1005.410	Z-2/110
29	G.P.EXPORTS	888.810	Z-2/114
30	ZED ASS LEATHER (ZEESHAN ALAM)	562.500	Z-2/114A
31	KHURSHID ALAM	600.000	Z-2/115
32	S.B.TANNERY	1224.750	Z-2/115C
33	H M ENTERPRISE	1417.000	Z-2/116
34	CONTINENTAL EXPORT CORPORATION	1549.500	Z-2/116A
35	DILSHAD AHMED	1400.120	Z-2/118
36	R A ISMILE TANNERY	499.600	Z-2/119



CLC Form 0093-CLC/TA (14/15)

C I C TANNERS ASSOCIATION

*Misra*  
Hon'y. General Secretary

*Satyajit*

For M. L. DALMIYA &amp; CO. LTD.

*M. L. Dalmiya*  
Chairman

Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
37	SUPERIOR TRADING	1075.830	Z-2/121
38	N A TRADING	1400.130	Z-2/124
39	SHAMA CREATION PVT LTD	1104.500	Z-2/132
40	NEHA ENTERPRISE	1293.900	Z-2/133
41	MD ASHRAF KHAN	754.400	Z-2/135
42	STYLE HIDE(P) LTD	977.158	Z-2/148
43	NAZRUL ISLAM	1006.200	Z-2/158
44	W B S L I D C LTD	2500.050	Z-2/162
45	SUPREME LEATHERS	765.870	Z-2/169
46	SUPREME TANNING INDUSTRIES	502.720	Z-2/170
47	H F ENTERPRISE	501.200	Z-2/173
48	ISS LEATHER CO.	560.000	Z-2/175
49	NAWAZ LEATHER	616.000	Z-2/176
50	AMANULLAH KHAN-1	530.040	Z-2/177
51	AMANULLAH KHAN-2	530.040	Z-2/178
52	RUSTAM KHAN	560.000	Z-2/179
53	S.S.TRADING CO.	1005.600	Z-2/180
54	LAQUA OVERSEAS	479.920	Z-2/180A
55	NST INTERNATIONAL	2631.450	Z-2/181
56	SHANA LEATHER CORPORATION	2000.350	Z-2/182
57	MALHOTRA CHEMICAL CORPORATION	1265.000	Z-2/183
58	MD DAWOOD	2535.500	Z-2/184
59	NISHAT SHAKEEL & MD SHAKEEL	915.940	Z-2/192
60	SHAHIL INTERNATIONAL	700.075	Z-2/195
61	KAUSER AHMED	700.075	Z-2/196
62	ADIL ENTERPRISE	850.130	Z-2/197
63	ELRICH INTERNATIONAL	2825.000	Z-3/211
64	N J LEATHER ENTERPRISE-II	3346.970	Z-3/212A
65	INTERNATIONAL LEATHER CLOHIERS	876.523	Z-3/240
66	ASMA EXPORTS	648.105	Z-4/317
67	AKBAR HOSSAIN	670.018	Z-4/335
68	AFTAB ALAM	530.084	Z-4/337
69	DIAMOND HIDE & COMPANY	1000.554	Z-5/403A
70	M S ENTERPRISE	1058.259	Z-5/429
71	LABBAIK INTERNATIONAL	6085.875	Z-6/542
72	HARISH KUNDR	2401.480	Z-6/547
73	S M INTERNATIONAL	765.000	Z-6/548

FORM 0078-CLCTA (11/8)

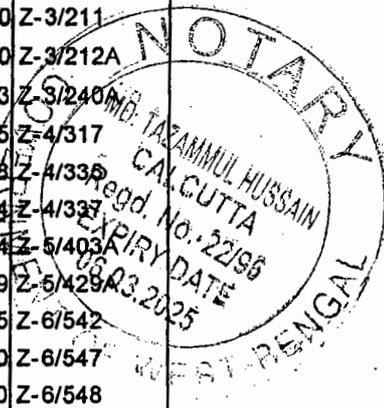
CLC TANNERS ASSOCIATION

*Mishud*

Hon'y. General Secretary

For M. L. DALMIYA & CO. LTD.

*M. L. Dalmiya*  
Chairman





Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
74	MONIRA LEATHER WORKS	836.200	Z-6/549
75	SHILPI LEATHER IMPEX	1500.523	Z-6/573
76	MAHADEV RAY KARMAKAR	809.616	Z-7/477
77	NISHAT TRADERS	627.778	Z-7/487
78	EURO INTERNATIONAL	600.496	Z-7/508
79	GALAXY HIDES	400.253	Z-7/509
80	G C ENTERPRISE	400.253	Z-7/512
81	MEENA LEATHER INDUSTRIES	670.084	Z-7/517
82	LOKENATH LEATHER	1308.182	Z-7/525
83	SHILPA EXPORTS	2020.585	Z-8/588
84	R R ENTERPRISES	1313.000	Z-8/589
85	RAMA OVERSEAS LTD	1200.385	Z-8/590
86	JAYNA ADHIA-1	2010.750	Z-8/610
87	ESSEM CHEMICAL INDUSTRIES	1352.260	Z-8/622
88	M N S ENTERPRISE	1192.140	Z-8/624
89	RAHAMANIA ENTERPRISE	1000.040	Z-8/625
90	AL IMAM TANNING INDUSTRIES	1199.680	Z-8/626
91	Z B INTERNATIONAL	1127.000	Z-8/627
92	EUROTAN	1500.050	Z-8/631
93	L2 LEATHER WORKS	700.000	Z-8/639
94	S M ENTERPRISES	670.000	Z-8/643
95	HELIX COMMERCIALS PVT LTD	1415.475	Z-8/644
96	LA FRANCE	800.250	Z-8/644A
97	LORD GANESHA LEATHER WORKS	500.200	Z-8/650
98	KAMRAN AKHTAR	414.480	Z-8/657
99	MRS. T CHAKRABORTY & B CHAKRABORTY	427.424	Z-8/661A
100	FIROZ TANNERS	550.127	Z-8/669
101	M MOSHARRAF	670.287	Z-8/670
102	LUCKY HIDE AGENCY	914.818	Z-9/746
103	PIOUS LEATHES	1000.902	Z-9/749
104	AYESHA EXPORTS	1064.198	Z-9/752
105	MD ASHRAF	720.934	Z-9/757
106	RAJINDER DAS	446.184	Z-9/775
107	A.N.M. LEATHERS	446.184	Z-9/775A
108	CLASSIC POINT	479.320	Z-9/778
109	M H SUPREMO	552.380	Z-9/778
110	ATLANTIC LEATHER FASHIONS	400.192	Z-9/778

www.CCWA-CLCTA (I) (IN)

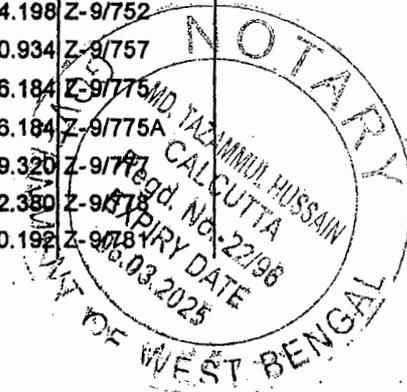
C. C TANNERS ASSOCIATION

*Misuk*  
Hon. General Secretary

*Saly...*

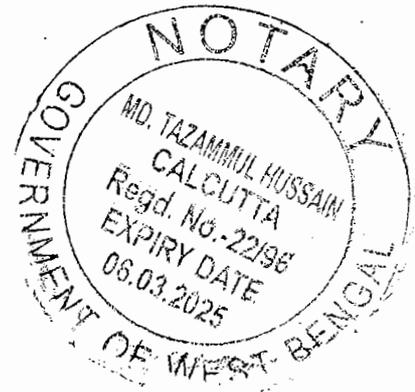
For M. L. DALMIYA & CO. LTD.

*J. D. D.*  
Chairman



~~62~~  
85

Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
111	HIRA INTERNATIONAL	450.153	Z-9/789A
112	PAKHEEZA LEATHER	400.113	Z-9/793
113	PEECON ENTERPRISE	400.016	Z-9/801
114	RAM CHANDRA RAM, AJAY KUMAR DAS	400.676	Z-9/810
115	RAM & SONS	401.500	Z-9/821
116	INDUSTRIAL LEATHER	400.400	Z-9/846
117	R.R.INTERNATIONAL	2883.100	Z-10/898
118	AZIZ EXPORTS	3000.250	Z-10/900
119	MD IMRAN TANNERS	2005.000	Z-10/901
120	FARIDA PRIME TANNERY	4000.550	Z-10/950
121	HAMDARD LEATHE TANNERS	400.000	Z-11/1505
122	TANVIR AHMED & FAUZIN TASNEM	400.000	Z-11/1506
123	INTEGRATED SUPPLY CENTRE	1013.370	Z-11/1512
124	ELAHI EXPORTS	1500.000	Z-11/1525
125	SOHAIL ENTERPRISES	800.250	Z-11/1530
126	A+A LEATHER PRODUCTS	1500.000	Z-11/1531
127	K H LEATHER INDUSTRIES	670.025	Z-11/1543



Form No. 0079-CL-72A (14-85)

CLC TANNERS ASSOCIATION

*Mishra*  
Hony. General Secretary

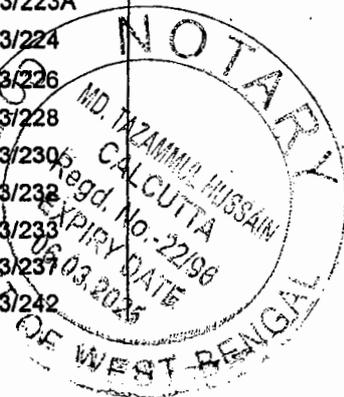
*Satyawan*

For M. L. DALMIYA & CO. LTD.

*[Signature]*  
Chairman



C) LIST OF RELOCATOR TANNERIES WHO HAD PURCHASED ADDITIONAL LAND			
Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
1	OXFORD TANNERS	3557.250	Z-1/005
2	OXFORD TANNERS-1	3301.500	Z-1/007
3	BAIDIUZZAMAN & SON	100.000	Z-1/009A
4	STOUT INDIA INDUSTRIES	51.700	Z-1/013
5	TAJ CUIR	150.150	Z-1/016
6	BHARAT TANNERS	62.700	Z-1/025
7	MASOOD ALAM SIDDIQUI	1000.000	Z-1/029
8	GLOBE TANNERY	123.500	Z-1/037
9	VICTORY TANNERY	123.500	Z-1/039
10	ARSHI LEATHERS	400.000	Z-1/041
11	NEW HORIZONS LTD-1	4000.860	Z-1/052A
12	TIGER TANNING INDUSTRIES	1808.300	Z-1/072A
13	REPTILE & CHROME TANNERY	557.700	Z-2/078A
14	REPTILE & CHROME TANNERY	150.150	Z-2/078C
15	INTERNATINAL TANNING SYNDICATE	689.450	Z-2/081
16	S.L. TANNERY	470.000	Z-2/126
17	THE ASIATIC LEATHER	202.100	Z-2/129
18	R P TANNERY	300.380	Z-2/136
19	GANAUR RAM & SONS	332.120	Z-2/138
20	INTERNATIONAL OVERSEAS EXPORTERS	416.780	Z-2/142
21	AHMED TANNERY-II	1829.300	Z-2/186
22	SHAKIL AHMED, C/O AHMED TANNERY	1045.000	Z-2/187
23	COMMERCIAL HIDE & SKIN CO	660.025	Z-3/213
24	LEATHEREX TANNING INDUSTRIES	300.180	Z-3/215
25	ASLAM TANNING INDUSTRIES PVT LTD-2	599.590	Z-3/218
26	TRIDENT LEATHER-1	642.085	Z-3/219
27	TRIDENT LEATHER-2	599.901	Z-3/221
28	G B S TANNERS PVT LTD	23.270	Z-3/223A
29	INTERNATIONAL TANNING CORPORATION	787.155	Z-3/224
30	TOPTANS	1083.416	Z-3/226
31	G A JOLLI	590.186	Z-3/228
32	STAR TANNING INDUSTRIES	551.376	Z-3/230
33	TAJ TANNING INDUSTRIES-1	394.073	Z-3/232
34	TAJ TANNING INDUSTRIES-2	188.733	Z-3/233
35	MANZOORIA TANNERY	335.160	Z-3/237
36	MERCURY EXPORTS-2	400.576	Z-3/242



www.claa.org

CLC TANNERS ASSOCIATION  
  
 Hon. General Secretary



For M. L. DALMIYA & CO. LTD.

  
 Chairman

Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
37	ZIA HIDE SKIN AGENCY	500.382	Z-3/244
38	NAFIS TANNING INDUSTRIES	500.382	Z-3/246
39	SARIM ENTERPRISES	201.309	Z-3/248
40	SHADAB ENTERPRISES	203.904	Z-3/250
41	ALIA LEATHER COMPANY	263.711	Z-3/252
42	LAIS LEATHER INDUSTRIES-PVT LTD	440.150	Z-3/254
43	PIONEER TANNING INDUSTRIES-1	479.517	Z-3/256
44	MANI LEATHER INDUSTRIES	246.308	Z-3/258
45	LEATHER QUE	200.405	Z-3/260
46	HINDUSTAN TANNING INDUSTRIES	300.378	Z-3/262
47	SALIM LEATHER CORPORATION	200.405	Z-3/264
48	BISMILLAH TANNING INDUSTRIES	200.405	Z-3/266
49	PUNJAB TANNERY-2	54.372	Z-3/274
50	AAQIB TANNERY	200.345	Z-4/287
51	CITIZEN LEATHER	200.345	Z-4/290
52	IQBAL TANNERY	200.345	Z-4/292
53	SHILPA EXPORTS	168.032	Z-4/296
54	MANZOORUL ISLAM & OTHERS	133.856	Z-4/298
55	ORIENTAL LEATHER INDUSTRIES	140.122	Z-4/299
56	DOLPHIN LEATHER IMPEX-3	252.902	Z-4/301
57	DOLPHIN LEATHER IMPEX-2	649.914	Z-4/302
58	DOLPHIN LEATHER IMPEX	133.856	Z-4/303
59	DOLPHIN LEATHER IMPEX	607.738	Z-4/305
60	WEBTA PVT LTD	134.147	Z-4/307
61	AFTAB TANNERY-1	80.090	Z-4/314
62	AFTAB TANNERY-2	55.162	Z-4/315
63	H.L. TANNERY-2	40.063	Z-4/322
64	H.L. TANNERY-1	200.077	Z-4/323
65	K G N TANNING INDUSTRIES-2	53.018	Z-4/325
66	K G N TANNING INDUSTRIES	150.177	Z-4/326
67	SENIOR RUBBER WORKS-2	66.212	Z-4/328
68	SENIOR RUBBER WORKS-1	83.005	Z-4/329
69	TOPCO ENTERPRISE	100.038	Z-4/331
70	TOPCO ENTERPRISE	246.054	Z-4/333
71	NAPPIER LEATHER PAINT TANNERY	99.878	Z-4/340
72	ULA LEATHER	1500.175	Z-5/347
73	YE FONG TANNERY	319.750	Z-5/350

www.cclta-clcta.com

CLC TANNERS ASSOCIATION

Hony. General Secretary

OF M. L. DALMIYA &amp; CO. LTD.

Chairman



Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
74	CROWN TANNERY	17.100	Z-5/388A
75	A N S LEATHER CO	422.620	Z-5/389A
76	A N S LEATHER CO	160.128	Z-5/390
77	A N S LEATHER CO-1	1000.181	Z-5/391
78	SHEONG SHI TANNERY	133.020	Z-5/398
79	THAI CHUNG TANERY	839.395	Z-5/402
80	VICTOR LEXPORT	66.240	Z-5/418
81	AH YIN TANNERY-1	1000.145	Z-5/421A
82	AH YIN TANNERY	1000.154	Z-5/421B
83	K Y CHANG & SONS TANNERY	168.739	Z-5/431A
84	A R ENTERPRISE	282.550	Z-6/544A
85	ABDUL WADOOD	184.888	Z-6/575
86	LEATHER IMPEX	50.220	Z-7/471A
87	FOUR STAR TANNERY (IMTIAZ)	269.798	Z-7/491A
88	RAVINDER KUMAR	65.038	Z-7/494
89	GLOBE TANNERY-1	163.699	Z-7/505
90	PAUL'S LEATHER SERVICE	100.121	Z-7/510A
91	ASHRAF TANNERY-2	16.062	Z-7/523A
92	LAKHI TANNERY	234.515	Z-7/528
93	INDIAN TANNING INDUSTRIES PVT LTD	3378.000	Z-8/599
94	CANTON TANNERY	50.400	Z-8/612
95	SIP SHING TANNERY	300.219	Z-8/620A
96	FU LEATHER INDUSTRIES	300.219	Z-8/621A
97	CIRIA TANNING CO PVT LTD	1100.320	Z-8/628
98	SHEE SEN LEATHER PVT LTD	1200.562	Z-8/629A
99	SHENG LI TANNERY	134.454	Z-8/629C
100	CHIU LEE TANNERY	1800.250	Z-8/632
101	UNITED FRIENDSHIP TANNERY	111.250	Z-8/640A
102	LEATHER TANNERY (RAJSONS)	670.030	Z-8/647
103	GOUTAM ROY	66.096	Z-9/742A
104	RAM DAYAL DAS-3	66.048	Z-9/743A
105	RAM DAYAL DAS-2	66.341	Z-9/744A
106	YEE LUNG TANNERY-1	33.299	Z-9/753
107	KHADEM HOSSAIN	107.270	Z-9/758A
108	RAVINDRA RAM	63.782	Z-9/767
109	S D TANNERY	40.013	Z-9/770A
110	BUDHU RAM & BROTHERS HARIDAS	66.186	Z-9/785A

Approved 02/03-CL/51 (148)

C.I.C TANNERS ASSOCIATION

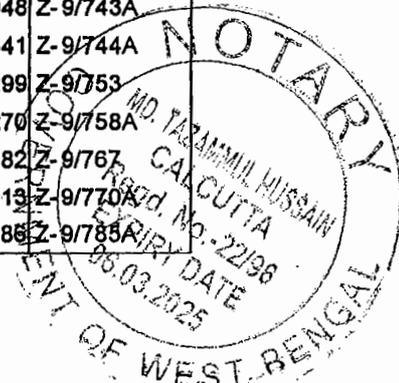
*[Signature]*

Hon'y. General Secretary

*[Signature]*

For M. L. DALMIYA & CO. LTD.

*[Signature]*  
Chairman



Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
111	PAL TANNERY	66.120	Z-9/805A
112	KULDIP TANNERY	33.351	Z-9/806A
113	HARISH CHANDRA RAM	40.137	Z-9/807A
114	UMESH RAM	304.761	Z-9/809A
115	UTTAM ROY	66.000	Z-9/825A
116	GLOBE TANNERY & CO	50.160	Z-9/827A
117	CHIUSONS CO	100.100	Z-9/836A



CLC TANNERS ASSOCIATION (148)

CLC TANNERS ASSOCIATION

*Mishra*  
Hon. General Secretary

*Sabherwal*

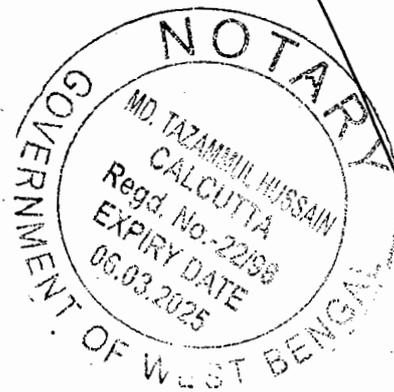
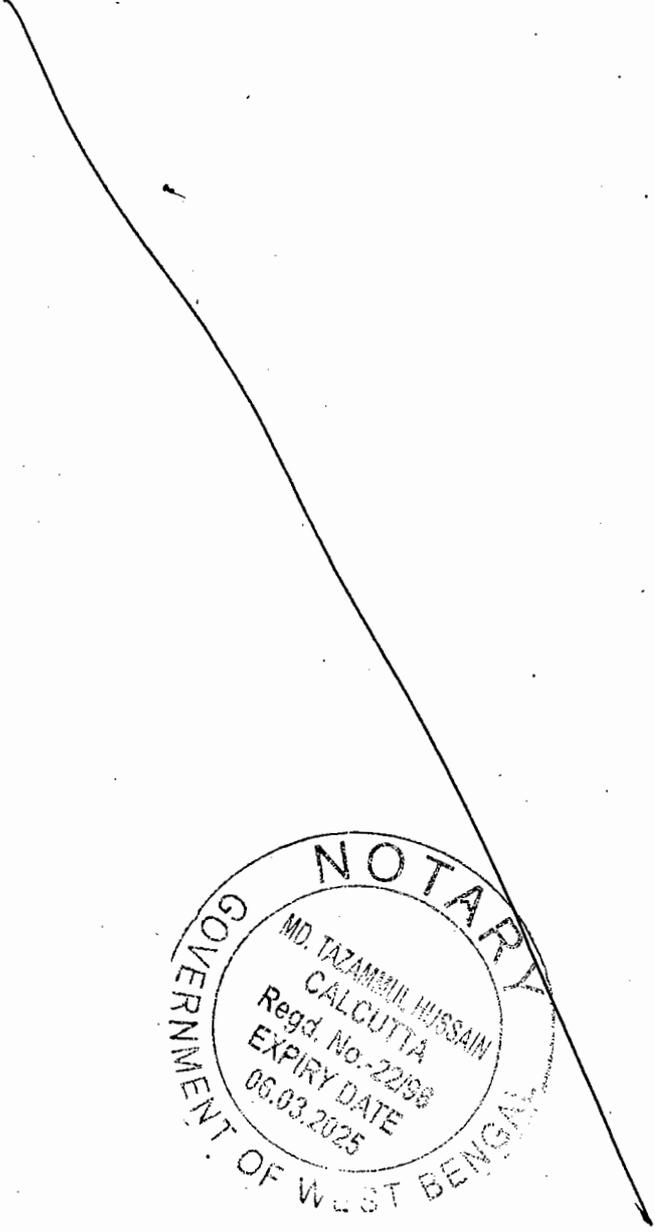
For M. L. DALMIYA & CO. LTD.

*Dalmiya*  
Chairman

Appendix II

Memorandum of Association and Articles of Association of CLCTA

~~70~~



Approved 0079-CLCTA (148)

C.L.C TANNERS ASSOCIATION

*[Signature]*  
Hon'y, General Secretary

For M. L. DALMIYA & CO. LTD.

*[Signature]*  
Chairman

**BEFORE THE NATIONAL GREEN  
TRIBUNAL**

**EASTERN ZONE BENCH, KOLKATA**

**I.A. NO. \_\_\_\_\_ / 2024 / EZ**

**O. A. NO. 49 / 2024 / EZ**

**IN THE MATTER OF:**

**ANKUR SHARMA**

**...APPLICANT**

**VERSUS**

**STATE OF WEST BENGAL & ORS.**

**...RESPONDENT(S)**

**APPLICATION FOR DELETION OF  
RESPONDENT NO.10 (M. L.  
DALMIYA & CO. LTD.) FROM THE  
ARRAY OF PARTIES**

MR. BIKASH SHAW, ADVOCATE  
HIGH COURT, CALCUTTA  
10, OLD POST OFFICE STREET,  
TOP FLOOR, ROOM-107/4,  
KOLKATA – 700 001.  
PHONE#9999738942  
Email id: bikash90999@gmail.com