

**BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 49 / 2024 / EZ**

IN THE MATTER OF:

ANKUR SHARMA

...APPLICANT

VERSUS

STATE OF WEST BENGAL & ORS.

...RESPONDENTS



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BEFORE THE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

ORIGINAL APPLICATION NO. 49 / 2024 / EZ

SL No. 33



IN THE MATTER OF:

ANKUR SHARMA

...APPLICANT

VERSUS

STATE OF WEST BENGAL & ORS.

...RESPONDENTS

AFFIDAVIT IN OPPOSITION ON BEHALF OF RESPONDENT NO.10

(M. L. DALMIYA & CO. LTD.)

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

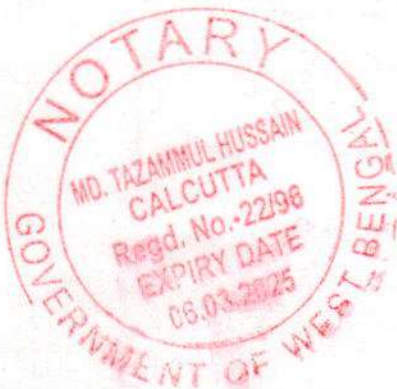
1. I am an officer working in the respondent no. 10 company and I am well acquainted with the facts and circumstances of the present case. I have received a copy of the petition filed by the applicant / petitioner and I have understood the contents, purport and scope thereof. I have been duly authorised by the respondent no. 10 to affirm this affidavit on its behalf and as such, I am competent to do so. At the outset it is respectfully submitted that the answering respondent denies the contents, averments, grounds taken in the petition unless specifically admitted.

2. This affidavit is being filed pursuant to the order dated 14th March, 2024 and the subsequent order dated 7th May, 2024 passed by this Hon'ble Tribunal wherein respondent no.10 was directed to file counter affidavit.

3. Before dealing with the allegations made in the petition, I have a preliminary objection that the respondent no.10 is neither a necessary party or a proper party in the present proceedings and that the name of respondent no.10 should either be deleted or struck out. I say that on 18th May, 2005 a "Tripartite Agreement" was executed between the Government of West Bengal (GoWB), respondent no.10 and respondent no.11 as per which all the infrastructure related to effluent discharge has been handed over to the respondent no.11. Since then, the respondent no.11 is running, maintaining and supervising the various infrastructure necessary for treatment of effluent discharge in the tannery zone. A copy of the "Tripartite Agreement" dated 18th May, 2005, executed between the GoWB, respondent no.10 and respondent no.11 is annexed hereto and marked as **Annexure "A"**.

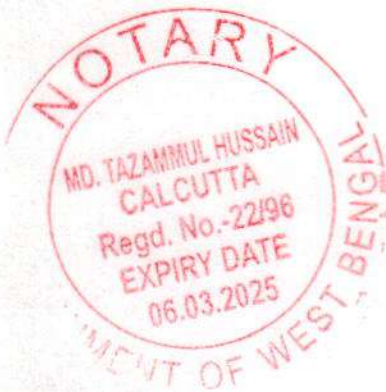
4. I state that the cause of action in the present petition is regarding the pollution being caused by the tanneries at the Calcutta Leather Complex, Bantala ("CLC"). It is humbly submitted that the respondent no.10 is not concerned with the operations and running of the tanneries or infrastructure necessary for treatment of effluent discharge for the following reasons:-

- a. On 5th 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 7th 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.

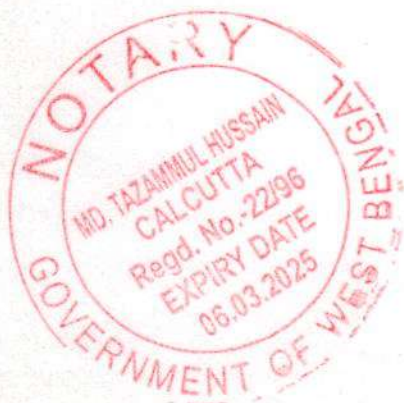
- b. Between 1997 – 2001, various lease deeds were executed between the GoWB (Lessor) in favour of the respondent no.10 (Lessee) for leasing of the land measuring an area of 1100 acres more or less at Bantala presently known as "Calcutta Leather Complex" for a term of 99 years subject to renewal.
- c. Now with the passage of time, the agreement between the respondent no.10 and GoWB has been modified. Presently, the role of respondent no.10 is confined to the limited extent of assigning of land in favour of tannery or leather and leather allied industries at CLC as per the directions and policy framed by the Micro, Small & Medium Enterprises (MSME) Department, GoWB.
- d. 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.

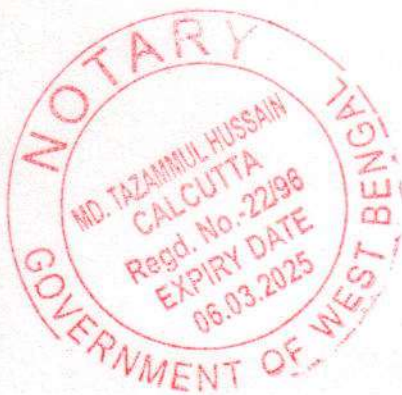
- e. Accordingly, a "Tripartite Agreement" dated 18th May, 2005, was executed between the GoWB, respondent no.10 and respondent no.11. As per the terms of the agreement, Common Effluent Treatment Plant, Effluent Transport Systems, Common Chrome Recovery Plant, Mobile Chrome Recovery Unit and Solid Waste Management System and other infrastructural facilities recorded in the agreement would be run, maintained and supervised by respondent no.11.
- f. The "tripartite agreement" also records that the respondent no.11 had 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.
- g. 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 lawfull 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

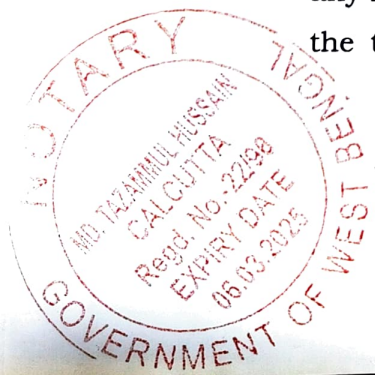


the design concept of CETP as developed by UNIDO provides for entire domestic sewage of CLC to be treated together with industrial effluent for better and efficient functioning of CETP.)

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 waste is concerned and with immediate effect in so far as the domestic garbage removal is concerned.

5. 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. Moreover, it is the responsibility of the



respondent no.11 to ensure that the tanneries do not flout the environmental norms.

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

7. Without prejudice to the aforesaid and before dealing with the statements made in the petition, I would like to state certain facts necessary for proper adjudication and just decision by this Hon'ble Tribunal:

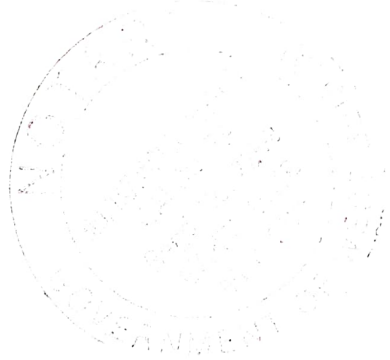
- i. CLC is an integrated complex comprising of tanneries, leather and leather allied industries. The allocation of land to tanneries, leather and leather allied units at the CLC has been done on zone-wise basis. The tanneries are mainly located in zone 1 to 8 and a portion of zone 9, 10A and 11.
- ii. At present there are 8 (eight) CETP Modules at CLC installed by the GoWB. CETP are basically treatment plant for common use in which all the water from the tanneries will be treated except chrome effluent. The chrome effluent will be treated in chrome recovery plants. The CETP Modules are being currently run, maintained and supervised by the respondent no.11 in terms of the "tripartite agreement". It is also pertinent to mention that the GoWB through the Kolkata Metropolitan Development Authority (KMDA) department has undertaken upgradation of existing CETP 1 to 4 at CLC. Necessary work order dated 6th May, 2022 followed by work order dated 30th November, 2022 have been issued



to M/s Radhika Ees Aquachem JV. A copy of the work orders dated 6th May, 2022 followed by work order dated 30th November, 2022 issued by KMDA to M/s Radhika Ees Aquachem JV is annexed hereto and collectively marked as **Annexure - "B"**.

- iii. The Effluent Transport Systems ("ETS") is the system of removing highly polluting wastes from the work areas and transporting to the CETP through a network of pipes. The said process is used to flush out the waste water from the tanneries or leather allied units to CETP.
- iv. ETS at CLC comprises of several kilometer of pipelines set up in the tannery zones. Zones 1 to 8 itself consist of more than 14 kilometer of pipelines, 5 kilometer of pressure pipelines and 5 pumping stations.
- v. ETS was constructed by the respondent no.10 strictly in accordance with the Detailed Project Report (DPR) which was approved by both the GoWB and the Ministry of Environment, Government of India after due examination by Kolkata Metropolitan Development Authority ("KMDA"). The respondent no.10 executed the work as per the design approved by the GoWB and the Ministry of Environment, Government of India; and that while the work was in progress, the same was continuously monitored by KMDA. The 21st Status Report dated 12th November, 2002 prepared and submitted by the GoWB before the Hon'ble Supreme Court of India in W.P. Civil No. 3727 / 1985 clearly states the following -

"a) The laying of sewer line as per revised DPR of the ETS measuring about 14,000 M is complete.



b) 5 nos. of Effluent Pumping Stations are falling between Zones 1 to 8 have been commissioned.

c) Laying of pressure lines measuring about 5 KM from 5 nos. EPS falling in Zones 1 to 8 up to the inlet of the CETP is complete and is ready for operation.

d) It was found from the above that almost all the on-site infrastructure works required for running the leather project is complete so far as Zones 1 to 8 are concerned."

Thereafter the 22nd Status report dated 11th December, 2002 prepared and submitted by the GoWB before the Hon'ble Supreme Court of India clearly records that ETS is ready in Zone 1 to 8 of CLC.

Copies of the 21st Status Report dated 21st November, 2002 and 22nd Status report dated 11th December, 2002 prepared and submitted by the GoWB before the Hon'ble Supreme Court of India in W.P. Civil No. 3727 / 1985 are collectively annexed hereto and marked as **ANNEXURE - "C"**.

- vi. Additionally, the Comptroller and Auditor General of India (CAG) carried out an environmental audit in CLC and prepared a report. The said report clearly states that the respondent no.10 has completed the installation of ETS.

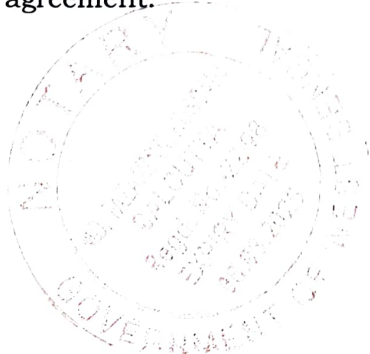
A copy of the Report prepared by the Comptroller and Auditor General of India (CAG) is annexed hereto and marked as **Annexure "D"**.



vii. Post the execution of the "tripartite agreement", in the land where new tanneries are being set up, KMDA is directly undertaking the work of ETS and the respondent no.10 has no further role to play.

8. Now dealing with the allegations in the petition, I hereby state that I have been advised to traverse only those allegations and / or averments which concerns the respondent no.10 and/or is necessary for the disposal of the petition and I refrain and/or do not deal with other allegations which does not concern the respondent no.10. I further state that allegations and / or averments not controverted shall not be regarded as my admission in any manner whatsoever. Save what are matters of record and save what appears therefrom, all the allegations made in the petition are denied and disputed as if the same are set out herein and denied in seriatim.

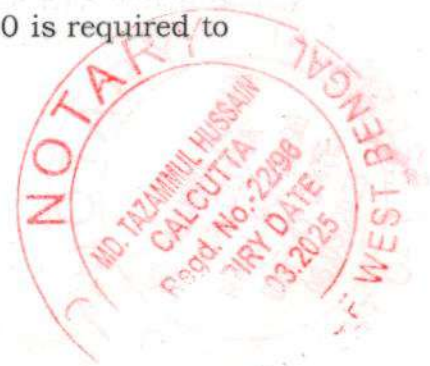
9. With reference to statements made in paragraphs 1 to 6 of the said petition save and except what are matters of record and admitted facts, all allegations contrary thereto and inconsistent therewith, are denied and disputed. It is denied that the instant application is maintainable under section 14 and 15 read with section 18 of the National Green Tribunal Act, 2010. It is denied that gross pollution and environmental damages is being caused at CLC as alleged or at all. I say that at present there are 8 CETP Modules in the CLC. As per the terms of the "tripartite agreement", the respondent no.11 is to run, maintain and supervise the Common Effluent Treatment Plant, Effluent Transport Systems, Common Chrome Recovery Plant, Mobile Chrome Recovery Unit and Solid Waste Management System and other infrastructure recorded in the agreement.



10. Moreover, in terms of the "tripartite agreement", respondent no.11 had given an undertaking as per which the respondent no.11 would 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 GoWB.

11. I say that the respondent no.10 is not aware of any toxic metal and chemical laden effluent being drained into the Basanti Canal leading into the Bidyadhari which drain into the Bay of Bengal at Sundarbans as alleged or at all. Save what appears from the various orders / judgments passed by the Hon'ble Supreme Court of India any interpretation contrary thereto and inconsistent therewith is denied and disputed. It is denied that the respondent no.10 is responsible for creating infrastructures at CLC viz. roads, canals, pipework, CETP etc. I say that presently the respondent no.10 has no role to play in the effluent treatment system or discharge systems. I crave leave to refer to the minutes of the meeting held between the GoWB and the respondent no.10 at the time of hearing if necessary.

12. With reference to statements made in paragraph 7 of the petition save and except what are matters of record and admitted facts, all allegations contrary thereto and inconsistent therewith, are denied and disputed. At present there are 8 Modules of CETP installed by the GoWB at CLC. Upgradation work is being carried out in CETP 1 to 4 Modules. It is denied that the respondent no. 10 is presently responsible for the protection of environment or establishment of environmental management system at CLC as alleged or at all. It is denied that the management of waste water and solid waste disposal is the responsibility of the respondent no.10 as alleged or at all. It is denied that the respondent no.10 is required to



set up an appropriate organisation for operation and maintenance of wastewater and solid waste facilities as alleged. The report relied upon by the petitioner being "Annexure-P/1" is of the year 2001 and is of no relevance as post the execution of the "tripartite agreement", the running, maintenance and supervision of 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 tripartite agreement is with the respondent no.11. The management of wastewater and solid waste disposal is with respondent no.11 and not with respondent no.10 as alleged or at all. I say that the protection of environment at CLC lies with the tanneries and various other units operating at CLC. I say that solid waste disposal ground is being constructed by the GoWB. I say that the "tripartite agreement" obligates the respondent no.11 to ensure that no water, effluent, sewage, tannery dumps, garbage, sludge is split outside the premises of the tanneries.

13. With reference to statements made in paragraphs 8 to 11 of the petition save and except what are matters of record and admitted facts, all allegations contrary thereto and inconsistent therewith, are denied and disputed. I state that at present there are about 500 number of tanneries in the CLC. It is denied that the CLC is a failed complex. It is denied that there are no state-of-the-art CETP or pollution abatement systems. I say that there are 8 CETP Modules with upgradation work being carried out in 4 of them. The news article being "Annexure- P/2" as relied upon the petitioner is denied and disputed. It is humbly submitted that it is trite in law that newspaper reports are hearsay secondary evidence and cannot be relied upon. In any event, the deponent herein disputes the same and puts the petitioner to strict proof thereof. I say that the ETS which is



removing of highly polluting wastes from the work area and transported to CETP through underground HDPE pipe lines were properly installed and commissioned by the respondent no.10 and the same is evident from the 21st and 22nd Status Report filed by the GoWB before the Hon'ble Supreme Court of India in W.P. Civil No. 3727 / 1985. Moreover, after execution of the "tripartite agreement", the pipes are being run, maintained and supervised by the respondent no.11 and that the responsibility of respondent no.10 has ceased.

14. I say that allegation of installation of illegal borewells and extraction of more water than what is permitted and/or that the sludge thrown up during the leather process is for the respective tanneries or the respondent no.11 to answer and does not concern the answering respondent. I say that in terms of the "Tripartite Agreement", respondent no.11 is responsible for the management of various infrastructure at CLC. It is denied that there has been any poor infrastructure installed by the respondent no.10. Since the year 2005, the infrastructure is maintained and operated by the respondent no.11. It is denied that CLC is 'second to none' in environmental devastation as alleged or at all.

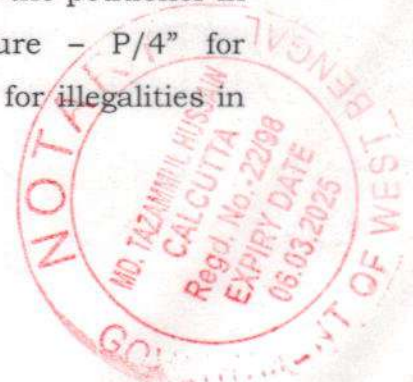
15. With reference to statements made in paragraph 12 of the said petition save and except what are matters of record and admitted facts, all allegations contrary thereto and inconsistent therewith, are denied and disputed. The allegation by the petitioners on the alleged environmental violations or pollutions allegedly noticed on his alleged visit on 31st May, 2023 and 21st June, 2024 is for the tanneries and the respondent no.11 to answer and/or deal with. The activities so alleged causing pollution in paragraph 12 of the petition, the respondent no.10 has no role to play. It is denied that CETP does not function properly as alleged. At present there are 8 modules of CETP



in CLC with upgradation work being carried out in 4 modules. As per the terms of the "tripartite agreement", respondent no.11 is responsible for the operation, maintenance of effluent discharge systems. In terms of the "tripartite agreement", the respondent no.11 had given an undertaking more fully recorded in the agreement as per which the respondent no.11 undertakes to ensure that all the 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 under GoWB from time to time and all rules and regulations in this behalf.

16. After proper construction of the Effluent Transportation System (ETS), the same was handed over to the respondent no.11 as per the "Tripartite Agreement". The respondent no.11 is to ensure that ETS is not damaged and that the effluents are not discharged in pathways on vacant lands. It is denied that there is absence of any green cover or very few trees are present within the CLC as alleged or at all. I say that in or around the year 2009, the respondent no.10 had carried out plantation work at CLC jointly with the Directorate of Forests, GoWB and planted large number seedlings of various types such as neem, kadam, chatiwan, mehgyni, akashmoni and jam. The respondent no.10 craves leaves to refer to the necessary documents at the time of hearing if necessary.

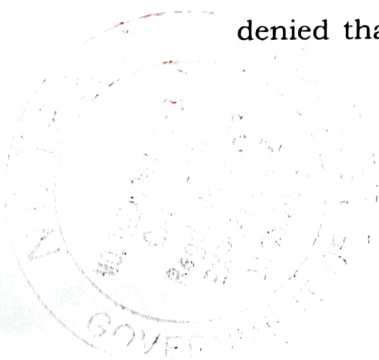
17. With reference to statements made in paragraphs 13 to 26 of the said petition save and except what are matters of record and admitted facts, all allegations contrary thereto and inconsistent therewith, are denied and disputed. The allegation of the petitioner in its email dated 2nd June, 2023 being "Annexure - P/4" for registration of an FIR against the respondent no.10 for illegalities in



construction of drainage system at Calcutta Leather Complex is disputed. The respondent no.11 is to ensure that ETS is not damaged and that the effluents are not discharged in pathways on vacant lands. The answering respondent has not carried out any illegal construction of drainage system. The other allegations alleged in the paragraphs 13 to 26 of the said petition does not concern the answering respondent.

18. With reference to statements made in paragraphs 27 to 32 of the said petition save and except what are matters of record and admitted facts, all allegations contrary thereto and inconsistent therewith, are denied and disputed. I say that after the execution of the "Tripartite Agreement" it is the responsibility of the respondent no.11 to ensure that the tanneries do not flout or violate the environmental norms. The respondent no.10 is not responsible for the conduct of the tanneries or pollution being caused by them as alleged or at all. The treating of effluents and other solid waste disposals is the responsibility of respondent no.11 and not that of respondent no.10 as alleged. The other allegations in the paragraphs 27 to 32 of the said petition does not concern the respondent no. 10.

19. With reference to statements made in paragraphs 33 to 52 of the said petition save and except what are matters of record and admitted facts, all allegations contrary thereto and inconsistent therewith, are denied and disputed. The functioning, operation and management of ETP and CRU's is now with the respondent no.11. Therefore, it for the respondent no.11 to ensure its proper functioning, proper treatment of effluents so that no adverse impact is caused to the environment and thus ensuring sustainable development. The other allegations alleged in the paragraphs 33 to 52 of the said petition does not concern the answering respondent. It is denied that any ground or grounds have been made out to consider



the petition or grant reliefs as prayed for. It is denied that any interim relief should be granted as prayed for. It is denied that any prayer should be granted as prayed for.

20. In light of the aforesaid facts and circumstances, I humbly pray that the respondent no.10 is neither a necessary party or a proper party in the present proceedings and that the name of respondent no.10 should either be deleted or struck out.

21. That the statements made in paragraph 1 to 20 in the instant affidavit are true to my knowledge which also includes the information derived from records, which I believe to be true, and the rest are my humble submissions before this Hon'ble Tribunal.

Prepared in my office

Identified By Me

Nityagopal Meliya
Deponent

Bikash Shaw

Bikash Shaw

Advocate

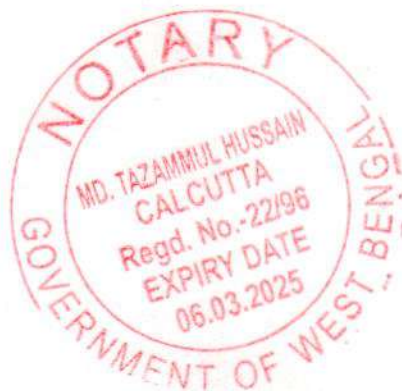
WB/954-A1/2014

28 JUN 2024

Solemnly affirmed and declared
before me on identification

[Signature]
MD. T. HUSSAIN Notary
City Civil Court
Kolkata

Regd. No. 2796 GOVL of WB





पश्चिम बंगाल पश्चिम बंगाल 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.

FORM GOWB-CLCTA (14/05)

CLC TANNERS ASSOCIATION

Hony. General Secretary

For M. L. DALMIYA & CO. LTD.

Chairman

WHEREAS:

19

- 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

[Handwritten signature]

Hony. General Secretary

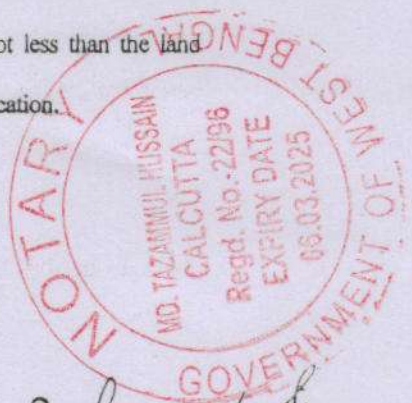
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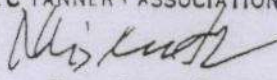
For M. L. DALMIYA & CO. LTD.

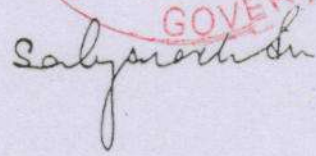
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Chairman

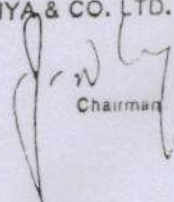
erection, construction and completion of the said CLC Project to the Confirming Party, pursuant to which the Confirming Party submitted its Detailed Project Report dated 9th October 1995 which was supplemented and revised from time to time, and the "Revised Final Abridged Version of the Detailed Project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

- E. Subsequent to the finalisation of the DPR, an agreement dated 7th 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 19th 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.



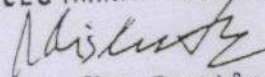
CLC TANNERS ASSOCIATION

 Hon. General Secretary




For M. L. DALMIYA & CO. LTD.

 Chairman

- 21
- H. The Hon'ble Supreme Court had also in an earlier judgement dated 7th 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 7th 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 7th 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 7th 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

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Hon. General Secretary

NOTARY
NO. TAZAMMUL HUSSAIN
CALCUTTA
REGD. No. - 22196
EXPIRY DATE
06.03.2025
GOVERNMENT OF WEST BENGAL


For M. L. DALMIYA & CO. LTD.


Chairman

the tannery area subject to the parameters laid down by the order of the Hon'ble Supreme Court of India dated 5th 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.

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CALCUTTA
Regd. No. - 22/96
EXPIRY DATE
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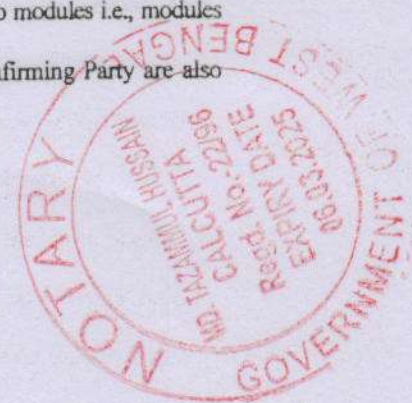
For M. L. DALMIYA & CO. LTD.

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Chairman

- O. Subsequent to the execution of the agreement dated 7th 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.



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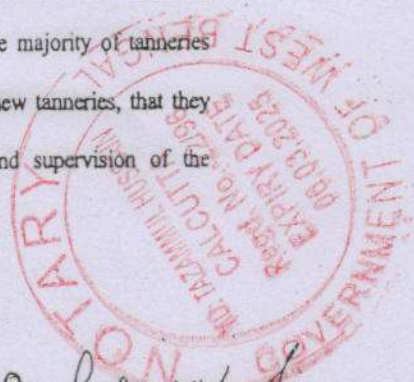
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For M. L. DALMIYA & CO. LTD.
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 Chairman

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



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For M. L. DALMIYA & CO. LTD.

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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.

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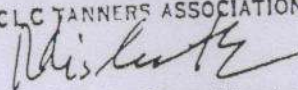
- U. GOWB, the Confirming Party and CLCTA have therefore come to certain understandings and agreement among themselves for the future running of the said infrastructure.

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

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Hon. General Secretary



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agreement from time to time be amended, supplemented or
retracted;

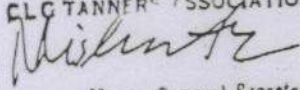
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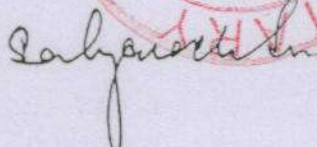
- (f) references to the word "include" or "including" shall be construed without limitation but shall not mean anything out of the context;
- (g) the Appendices to this agreement form a part of this agreement and will be in full force and effect as though they were expressly set out in the body of this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

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For M. L. DALMIYA & CO. LTD.


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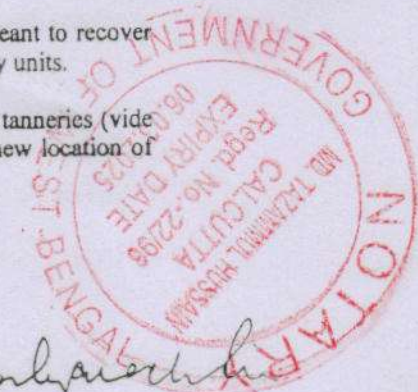
- **Common Chrome Recovery Plant** means the unit where the Chrome liquor waste generated from tanneries is to be treated for the recovery of chromium for reuse.
- **Common Effluent Treatment Plant (CETP)** means Treatment Plant for common use in which all the water from the tanneries will be treated 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

CLC TANNERS ASSOCIATION

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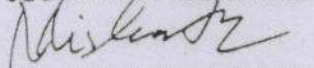
CLC as per Supreme Court Order, but that have negotiated terms with the Confirming/BOT Party directly;

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- **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.

3 EFFLUENT TREATMENT AND DISCHARGE

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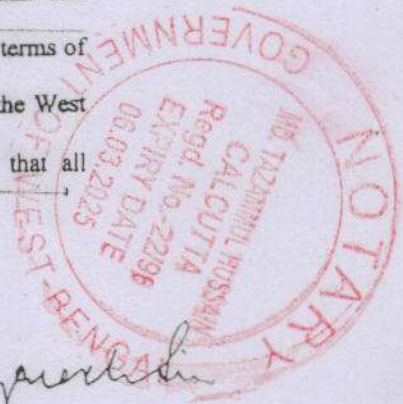
For M. L. DALMIYA & CO. LTD.


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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



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For M. L. DALMIYA & CO. LTD.

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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 INFRASTRUCURE 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.

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For M. L. DALMIYA & CO. LTD.

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- 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

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For M. L. DALMIYA & CO. LTD.

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

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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.

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For M. L. DALMIYA & CO. LTD.

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

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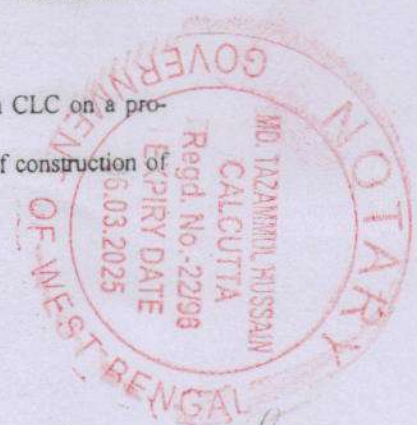
7. SERVICE CHARGES

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.



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Hony. General Secretary

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For M. L. DALMIYA & CO. LTD.


M. L. Dalmiya
Chairman


- 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.

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 10th 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 10th of the month following

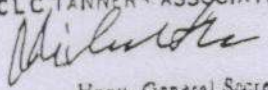
CLC TANNERS ASSOCIATION

 Hon. General Secretary

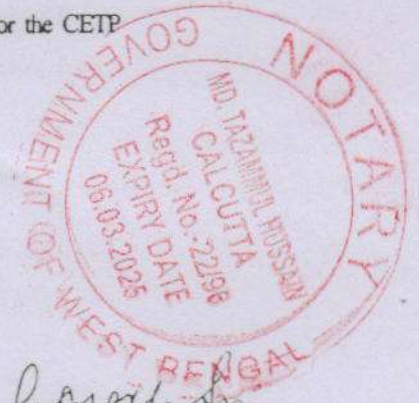
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 MD. ZAMMIL HUSSAIN
 CALCUTTA
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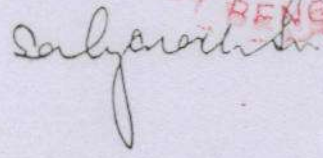
For M. L. DALMIYA & CO. LTD.

 Chairman

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.

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 Hon. General Secretary





For M. DALMIYA & CO LTD.


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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:-

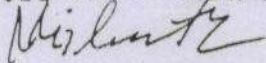
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that the modules I & II of the CETP will be operated and maintained till 31st March 2006 by the GOWB / Director of Industries (DI), West Bengal with help from the Kolkata Metropolitan Development Authority, through the already appointed construction 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.

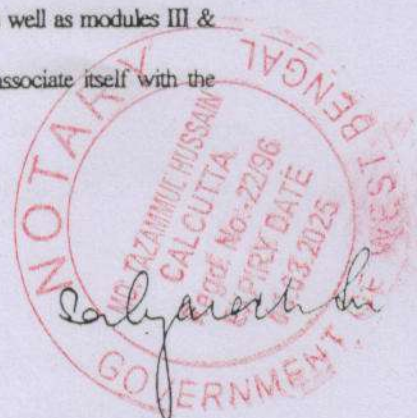
In so far as modules III & IV are concerned, VA Tech Wabag will remain in charge of operation and maintenance as per the contract between DI and VA Tech Wabag.

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

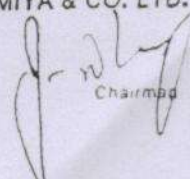
CLCTA MEMBER ASSOCIATION



Hony. General Secretary



For M. L. DALMIYA & CO. LTD.



Chairman

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 1st 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

CLCTANER ASSOCIATION

Milmita

Hony, General Secretary

Notary Seal: MD. TAZAMMUL HUSSAIN, CALCUTTA, Regd. No.-22/96, EXPIRY DATE 06.03.2025. GOVERNMENT OF WEST BENGAL. Signature: *Sabbar Hussain*

For M. L. DALMIYA & CO. LTD.

[Signature]
Chairman

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

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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.

CLCTANNER ASSOCIATION
Mishra
General Secretary



For M. L. DALMIYA & CO. LTD.

[Signature]

7.3 Replacement Charges

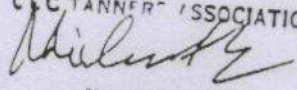
CLCTA shall be authorised to levy from all tanneries in CLC a monthly charge in order to create a fund for replacement of parts or the whole of the CEIP, the Effluent Transport System, the Common Chrome Recovery Plant, the Mobile Chrome Recovery Units and the Solid Waste Management System.

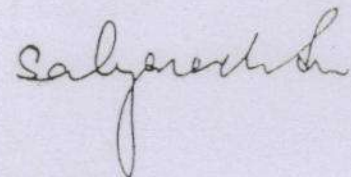
The total amount to be collected as such replacement charges shall be intimated by GOWB to CLCTA and CLCTA shall, under intimation to GOWB, work out the amounts to be collected from the individual tanneries over the useful working lives of the respective infrastructure assets.

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.

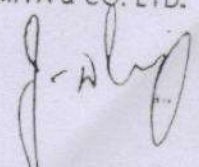
8. CONSTITUTION OF CLCTA

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.

CLC TANNERY ASSOCIATION

Hon. General Secretary



For M. L. DALMIYA & CO. LTD.



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

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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

CLCTA TANNERY ASSOCIATION
Misra
Hon'y. General Secretary



For M. L. DALMIYA & CO LTD.

J. Dalmiya
Chairman

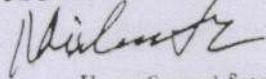
land to be occupied by the respective tanneries. However, clause nos. 14 and 15 shall survive the termination of the agreement.

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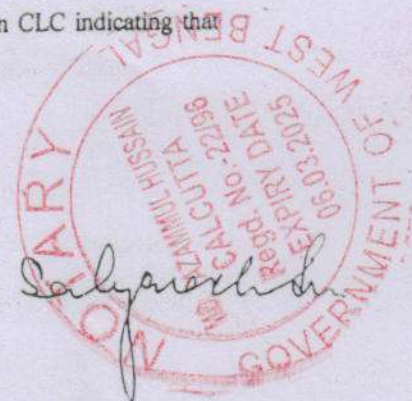
11. OWNERSHIP OF ASSETS

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



Hon. General Secretary



For M. L. DALMIYA & CO. LTD.



Chairman

12. BANK GUARANTEE

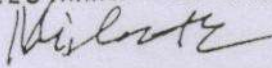
CLCTA shall furnish within 60 days of signing of this agreement a guarantee for a value of Rupees one crore fifty lakh from a scheduled commercial bank in favour of GOWB as per format attached vide Appendix IV in support of their obligations and performance under this agreement. Another bank guarantee 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;

CLC TANNERS / SSOCIATION

 Honey, General Secretary




 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;

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13.2 Consequences of Default

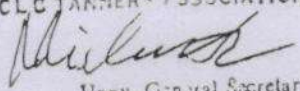
In the event of an Event of Default ("Event of Default") the termination procedure as set out in this Clause shall apply.

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

Hon. General Secretary




For M. L. DALMIYA & CO. LTD.


Chairman

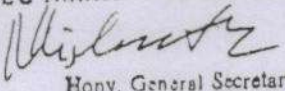
- (b) During the Remedy Period, CLCTA may continue to undertake efforts to cure the default, and GOWB shall not, by any act or omission, impede or otherwise interfere with the CLCTA endeavors to remedy the Event of Default.
- (c) During the Remedy Period, CLCTA shall, continue to perform its obligations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

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

 Hony. General Secretary



For M. L. DALMIYA & CO. LTD.

 Chairman

13.2.5 Interim Arrangements

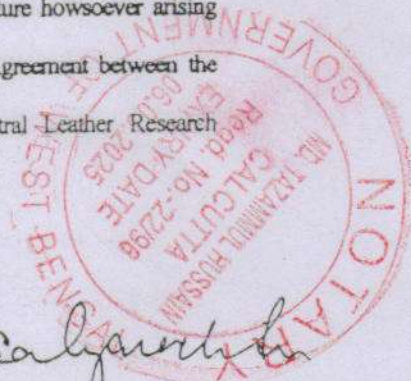
However, until such time as the infrastructure mentioned in Clause 4 or any parts thereof, are taken over by GOWB, both the parties shall use all reasonable efforts to operate and maintain infrastructure services and infrastructure assets of the tannery area as per the provisions of this Agreement.

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

For M. L. DALMIYA & 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.

- (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

Geny. General Secretary

For M. L. DALMIYA & CO. LTD.

Chairman

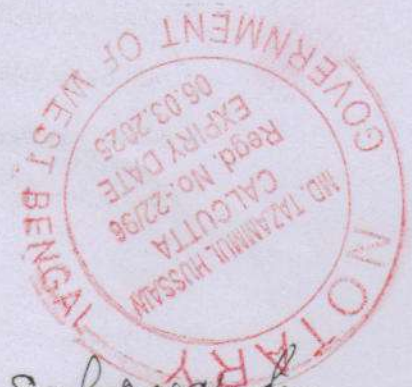
presiding arbitrator to be nominated by the two arbitrators so appointed. Upon receipt of a notice in writing from the Party nominating the first arbitrator, the other Party shall have a period of thirty (30) days to nominate the second arbitrator. Upon failure to appoint such second arbitrator, the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

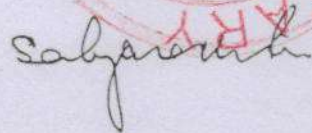
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- (e) The venue of arbitration shall be Kolkata and the language of arbitration shall be English.
- (f) The fees and expenses of the arbitral tribunal and all other expenses of the arbitration shall be initially borne and paid by respective Parties 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.

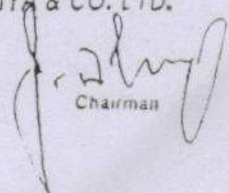
CLC TANNERS ASSOCIATION


Hon. General Secretary





For M. L. DALMIYA & CO. LTD.


Chairman

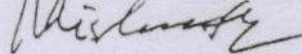
- (h) Subject always to the arbitration agreement contained herein, the courts of Kolkata shall have exclusive jurisdiction over matters relating to this Agreement.

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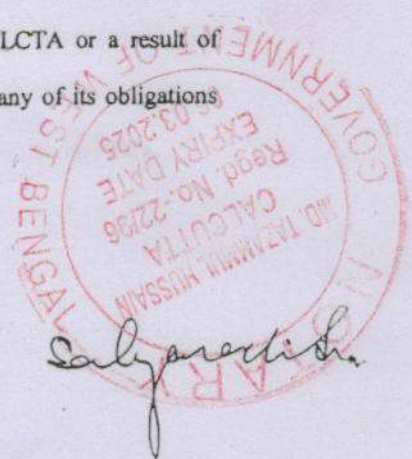
15. INDEMNITIES

- (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

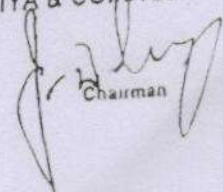
CLCTANNERS ASSOCIATION



Hony. General Secretary



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.

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;

CLCTANNERS ASSOCIATION

 Honey, General Secretary



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.

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

CLCTA TANNER ASSOCIATION
[Signature]
 Hon'ry General Secretary



[Signature]

For M. L. DALMIYA & CO. LTD.

[Signature]
 Chairman

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

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 7th 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
Misra
Hon'y General Secretary



For M. L. DALMIYA & CO. LTD.

M. L. Dalmiya
Chairman

18.5 Language

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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.

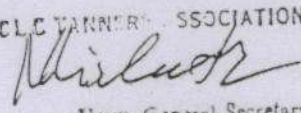
Telephone No. : 033- 2248-0238
Fax No. : 033-2248-7246


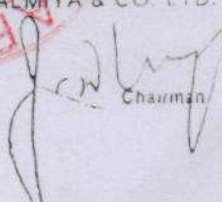
CLCTA

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 ASSOCIATION

Hon. General Secretary


For M. L. DALMIYA & CO. LTD.

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.

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.

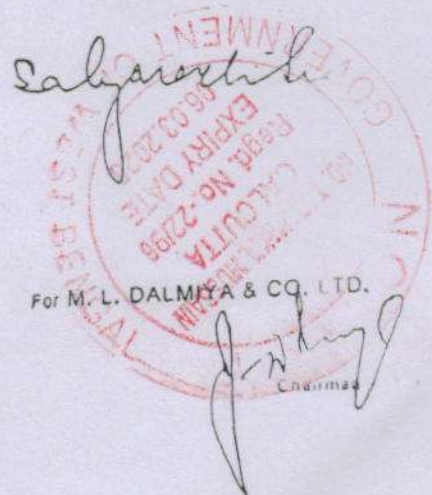
18.8 Representations and Warranties

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


Holy General Secretary


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

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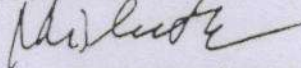
18.9 Several Obligations

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



Hon. General Secretary



For M. L. DALMIYA & CO. LTD.



Chairman

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

55

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: *Hepta Babu*

SIGNED AND DELIVERED on behalf of
CLC Tanners Association represented by.....
By virtue of Board resolution dated
...14-05-2005, at Kolkata,

CLC TANNERS ASSOCIATION

Said Ahmed
President

CLC TANNERS ASSOCIATION

Mishra
Hony. General Secretary

in the presence of: *Ramesh Kumar*

114B M. T. Road Kolkata - 700 046
100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000

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

For M. L. DALMIYA & CO. LTD.

J. W. Dalmiya
Chairman

By virtue of Board Resolution dated ...04-05-2005 at Kolkata,

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

CLC TANNERS ASSOCIATION
Mishra
Hony. General Secretary



For M. L. DALMIYA & CO. LTD.

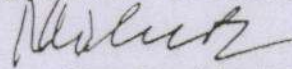
J. W. Dalmiya
Chairman

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.	18562.500	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

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Hon. General Secretary



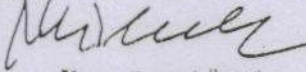
For M. L. DALMIYA & CO. LTD.



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- 6/565
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	CHIU SONS COMPANY	300.300	Z- 9/836
77	CHONG KHIN TANNERY	500.144	Z- 8/667
78	CHONG LUNG TANNERY	666.750	Z- 7/490

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Hon. General Secretary



For M. L. DALMIYA & 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

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[Signature]

Hony. General Secretary



For M. L. DALMIYA & CO. LTD.

[Signature]
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

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[Signature]

Hony. General Secretary



For M. L. DALMIYA & CO. LTD.

[Signature]
Chairman

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	1000.260	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

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Mishra

Hony. General Secretary



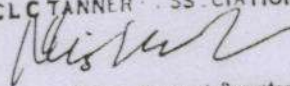
For M. L. DALMIYA & CO. LTD.

M. L. Dalmiya
Chairman

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	LIU 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


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Hony. General Secretary



For M. L. DALMIYA & 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	750.570	Z- 9/751
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

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[Signature]

Hon'ble General Secretary



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

CLC TANNERS ASSOCIATION

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[Signature]

Hony. General Secretary

NO. 111
 GOVERNMENT OF WEST BENGAL
 MD. TAZAMMUL HUSSAIN
 CALCUTTA
 Regd. No.-22/98
 EXPIRY DATE
 06.03.2025
[Signature]

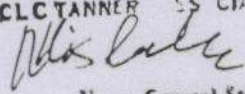
For M. L. DALMIYA & CO. LTD.

[Signature]
 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	SHUI 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

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Hon. General Secretary



For M. L. DALMIYA & CO. LTD.

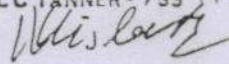


Chairman

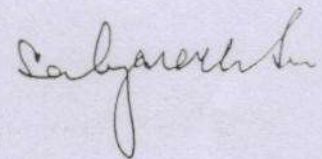
Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
372	TOP GRAIN TANNERTIES(RAUNAK TANNERY PIONEER TANNER, ANAND TANNERY)	600.210	Z- 9/750
373	TOPCO ENTERPRISE	500.190	Z- 4/332
374	TOPTANS	5500.180	Z- 3/227
375	TRANS RUBBER INDUSTRIES	1004.050	Z- 2/152
376	TRIDENT LEATHER	3000.430	Z- 3/220
377	TULSYAN 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

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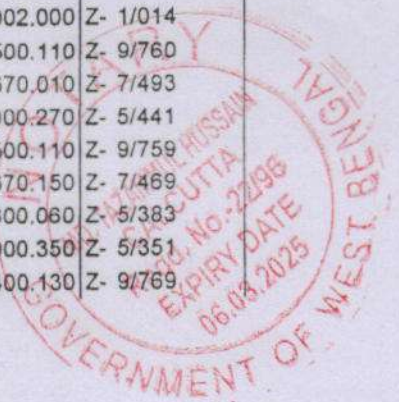


Hony. General Secretary



For M. L. DALMIYA & CO. LTD.



Chairman


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



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CLC TANNERS ASSOCIATION

Shilpa

Hony. General Secretary

Salyan

For Mr. L. DALMIYA & CO. LTD.

L. Dalmiya
Chairman

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	MUSTAQA 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

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C I C TANNERS ASSOCIATION

Misecch
 H. Misecch, General Secretary



For M. L. DALMIYA & 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-3/240A
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-5/429A
71	LABBAIK INTERNATIONAL	6065.875	Z-6/542
72	HARISH KUNDRA	2401.480	Z-6/547
73	S M INTERNATIONAL	765.000	Z-6/548

Form No. 00/99-CL/OTA (1/43)

ELC TANNERS ASSOCIATION

[Signature]

Exec. General Secretary



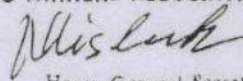
For M. L. DALMIYA & CO. LTD.

[Signature]
Chairman

Sl.	Name of the Tanneries	Allotted Area	Allotted Plot
74	MONIRA LEATHER WORKS	835.200	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-9/777
109	M H SUPREMO	552.380	Z-9/778
110	ATLANTIC LEATHER FASHIONS	400.192	Z-9/781

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C. C TANNERS ASSOCIATION



Holy, General Secretary



For M. L. DALMIYA & CO. LTD.



Chairman

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. 0093-CL/TA (1-42)

CLC TANNERS ASSOCIATION

Mishra
Hony. General Secretary

Salyan

For M. L. DALMIYA & CO. LTD.

Salyan
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	416.760	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	168.733	Z-3/233
35	MANZOORIA TANNERY	335.160	Z-3/237
36	MERCURY EXPORTS-2	400.576	Z-3/242

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CLC TANNERS ASSOCIATION

Hony. General Secretary

For M. L. DALMIYA & CO. LTD.

Chairman



Sabyarashi

[Signature]
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	246.306	Z-3/258
45	LEATHER QUE	200.405	Z-3/260
46	HINDUSTAN TANNING INDUSTRIES	300.376	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

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CLC TANNERS ASSOCIATION

Hony. General Secretary

S. S. S. S.

Dr. L. DALMIYA & 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

www.cic-tanners.com

C. I. C TANNERS ASSOCIATION

[Signature]

Holy, General Secretary



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

www.dms-clta.in

CLC TANNERS ASSOCIATION

Mishra

Hon. General Secretary



Satyajit

For M. L. DALMIYA & CO. LTD.

J. Dalmy
Chairman

Appendix II

Memorandum of Association and Articles of Association of CLCTA



Form No. 50/WS-CLCTA (14/91)

C. I. C. TANNERS ASSOCIATION

[Handwritten Signature]
 Hon'y. General Secretary

For M. L. DALMIYA & CO. LTD.

[Handwritten Signature]
 Chairman

OFFICE OF THE EXECUTIVE ENGINEER
Divn. -III, Housing Sector (RE), KMDA
Baghajatin STP Complex, Kolkata - 700 092

No: 04/EE/RED-III/Housing /KMDA/2022-23

Dated: 06.05.2022

From:
Executive Engineer,
RE, Div- III, Housing Sector,
KMDA

To:
M/S Radikale Ees Aquachem JV.
103, Kunjkutir Complex, Nr. Manjitnagar, Tulsidham Cross Road,
Manjalpur, Vadodara-390011.

Sub: Effective Work Order for "Upgradation of Existing CETPs 1 to 4 including 3(Three) months Trial Run at and 05(Five) years O&M works at Calcutta Leather Complex, Bantala, Kolkata. (2nd call)." For module 3 & 4 only.

Ref. e- N.I.T No: - KMDA /CIVIL/HOUSING/SE/C-IV/11(2nd call) of 2020-21 Dated:-23.11.2020
Tender No : SE(C-IV)/ HOUSING (RE)/KMDA/05 of 2021-22

Tendered Amount : Rs.47,95,00,000.00 (Including GST and Cess) out of which Rs. 38,49,42,600.00 is the Capital Expenditure Cost and Rs.9,45,57,400.00 is Operation & Maintenance Cost.

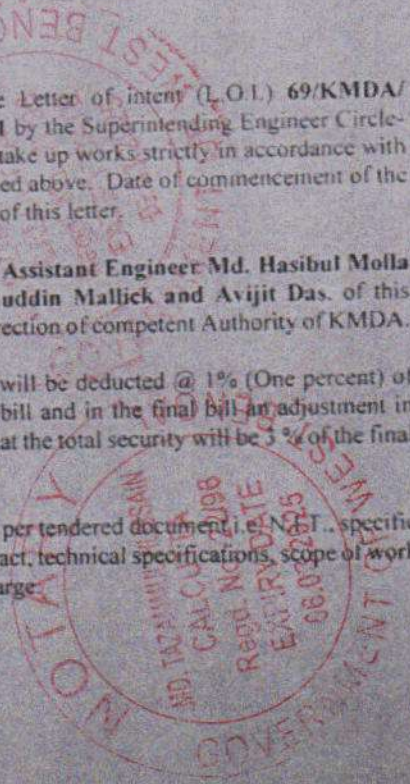
Time of completion : Time of completion shall be 06 (Six) months wet 06/05/2022 excluding trial run.

Sir,

With reference to the above and further to the Letter of intent (L.O.I.) 69/KMDA/ HOUSING/SE/C-IV/W-07/2021-22, Dated: 10/09/2021 by the Superintending Engineer Circle-IV, Housing (RE) Sector, KMDA. You are requested to take up works strictly in accordance with stipulation of the contract documents and L.O.I. mentioned above. Date of commencement of the work will be reckoned with effect from the date of issue of this letter.

You are requested to start the work in consultation with Assistant Engineer Md. Hasibul Molla and Piyali Roy along with Junior Engineer Jashimuddin Mallick and Avijit Das. of this division office who has entrusted with the work as per direction of competent Authority of KMDA.

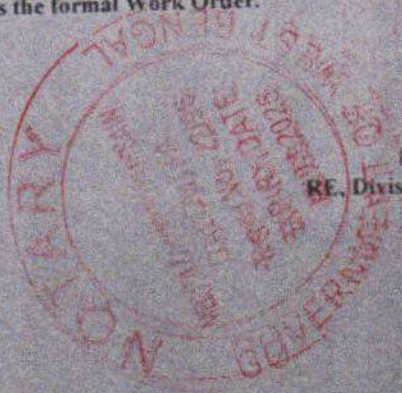
1. That additional security deposit for this tender will be deducted @ 1% (One percent) of the gross bill value of each and every running bill and in the final bill an adjustment in percentage security deduction will be made so that the total security will be 5% of the final gross bill value.
2. That you shall execute and carry out the work as per tendered documents, N.I.T., specific price schedule, terms and conditions of the contract, technical specifications, scope of work etc. and as per direction of the Engineer -in- charge.



3. Time of completion shall be 06(Six) months excluding trial Run for Module 3&4 out of Module 1,2,3,4 Capital Expenditure cost amounting to Rs. 38,49,42,600.00 and the work order for 05(Five) year O&M works will be issued on completion of work including trial run in due course.
4. That the work awarded to you will be physically indicated to you at the work site by the concerned Executive Engineer, or his authorized representatives.
5. That you shall have to produced documents of labour license issued by the Dept. Of Labour, Govt. of W.B., in your favour under Contract labour (Regulations & Abolition) Act.1970 & west Bengal Contract Labour (Regulations & Abolition) Rules, 1972 as early as possible, failing which payment for the work executed by you may be held up.
6. The site order book with pages in triplicate may be submitted for the issuance by this end for use at project site.
7. That 1% (One percent) CESS of the cost of construction will be deducted from the Contractor's bills under Section 7(seven) of the Building & Other Construction Workers (RECS) Act. 1996 & the rules are framed there under.
8. All Govt. statutory taxes including GST and Labour Cess shall be charged with the bill as applicable as per rules.
9. Necessary safety precautionary measures shall have to be maintained by the agency during execution of the work as per safety rules.
10. That the offered rate shall remain same till completion of the work & no claim on account of price escalation of Labours, materials or establishment etc. will be entertained under any circumstances till the end of the project.
11. That you shall have to purchase all materials like Cement, reinforcement steel, Pipes etc of KMDA approved brand required for this work at your own cost. Department will not issue the same.
12. Any addition/alternation of the work if required at site shall be done with prior approval from the TIA.
13. The work programed in the form of CPM network chart/Bar chart, each in triplicate for necessary approval by the Engineer-in-charge may be obtained.
14. All relevant laboratory tests shall have to be done from the Central Laboratory, R & B Sector, K.M.D.A vide order no.07/KMDA/Sect/W-38/2017 dated 10.01.2019 of the CEO,KMDA if required.
15. However Tendered amount remain same (Rs. 38,42,99,600.00) for phase wise handover from CEO, CLCTA, Bantala as Module 3&4, Module 1&2 seperately.

This may be treated as the formal Work Order.

Yours faithfully,



B. K. Ghosh
 Executive Engineer
 RE, Division-III, Housing Sector
 KMDA



OFFICE OF THE EXECUTIVE ENGINEER
Divn. -III, Housing Sector (RE), KMDA
Baghajatin STP Complex, Kolkata - 700 092

**Kolkata
Metropolitan
Development
Authority**

No: 84/EE/RED-III/Housing /KMDA/2022-23

Dated: 30.11.2022

From:
Executive Engineer,
RE, Div- III, Housing Sector,
KMDA

To:
M/S Radikale EES Aquachem JV,
103, Kunjkutir Complex, Nr. Manjitnagar, Tulsidham Cross Road,
Manjalpur, Vadodara-390011.

Sub: Effective Work Order for "Upgradation of Existing CETPs 1 to 4 including 3(Three) months Trial Run at and 05(Five) years O&M works at Calcutta Leather Complex, Bantala, Kolkata. (2nd call)." For module 1 & 2 only.

Ref: e- N.I.T No: - KMDA /CIVIL/HOUSING/SE/C-IV/11(2nd call) of 2020-21 Dated:-23.11.2020
Tender No : SE(C-IV)/ HOUSING (RE)/KMDA/05 of 2021-22

Tendered Amount : Rs.47,95,00,000.00 (Including GST and Cess) out of which Rs.
38,49,42,600.00 is the Capital Expenditure Cost and
Rs.9,45,57,400.00 is Operation & Maintenance Cost.

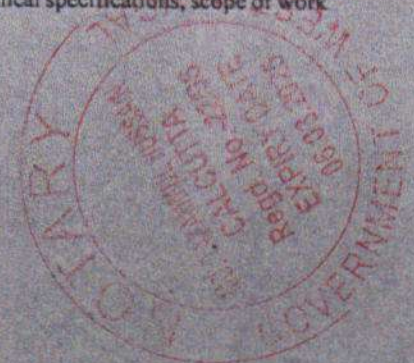
Time of completion : Time of completion shall be 06 (Six) months w.e.f 30.11.2022
excluding trial run.

Sir,

With reference to the above and further to the Letter of intent (L.O.I.) 69/KMDA/ HOUSING/SE/C-IV/W-07/2021-22, Dated: 10/09/2021 by the Superintending Engineer Circle-IV, Housing (RE) Sector, KMDA. You are requested to take up works strictly in accordance with stipulation of the contract documents and L.O.I. mentioned above. Date of commencement of the work will be reckoned with effect from the date of issue of this letter.

You are requested to start the work in consultation with Assistant Engineer Md. Hasibul Molla and Piyali Roy along with Junior Engineer Jashimuddin Mallick and Avijit Das, of this division office who has entrusted with the work as per direction of competent Authority of KMDA.

1. That additional security deposit for this tender will be deducted @ 1% (One percent) of the gross bill value of each and every running bill and in the final bill an adjustment in percentage security deduction will be made so that the total security will be 3 % of the final gross bill value.
2. That you shall execute and carry out the work as per tendered document i.e. N.I.T., specific price schedule, terms and conditions of the contract, technical specifications, scope of work etc. and as per direction of the Engineer -in- charge.



3. Time of completion shall be 06(Six) months excluding trial Run for Module 1&2 out of Module 1,2,3,4 Capital Expenditure cost amounting to Rs. 38,49,42,600.00 and the work order for 05(Five) year O&M works will be issued on completion of work including trial run in due course.
4. That the work awarded to you will be physically indicated to you at the work site by the concerned Executive Engineer, or his authorized representatives.
5. That you shall have to produced documents of labour license issued by the Dept. Of Labour, Govt. of W.B., in your favour under Contract labour (Regulations & Abolition) Act.1970 & west Bengal Contract Labour (Regulations & Abolition) Rules, 1972 as early as possible, failing which payment for the work executed by you may be held up.
6. The site order book with pages in triplicate may be submitted for the issuance by this end for use at project site.
7. That 1% (One percent) CESS of the cost of construction will be deducted from the Contractor's bills under Section 7(seven) of the Building & Other Construction Workers' (RECS) Act. 1996 & the rules are framed there under.
8. All Govt. statutory taxes including GST and Labour Cess shall be charged with the bill as applicable as per rules.
9. Necessary safety precautionary measures shall have to be maintained by the agency during execution of the work as per safety rules.
10. That the offered rate shall remain same till completion of the work & no claim on account of price escalation of Labours, materials or establishment etc. will be entertained under any circumstances till the end of the project.
11. That you shall have to purchase all materials like Cement, reinforcement steel, Pipes etc. of KMDA approved brand required for this work at your own cost. Department will not issue the same.
12. Any addition/alternation of the work if required at site shall be done with prior approval from the TIA.
13. The work programed in the form of CPM network chart/Bar chart, each in triplicate for necessary approval by the Engineer-in-charge may be obtained.
14. All relevant laboratory tests shall have to be done from the Central Laboratory, R & B Sector, K.M.D.A vide order no.07/KMDA/Sect/W-38/2017 dated 10.01.2019 of the CEO,KMDA if required.
15. However Tendered amount remain same (Rs. 38,42,99,600.00) for phase wise handover from CEO, CLCTA, Bantala as Module 3&4, Module 1&2 seperately.

This may be treated as the formal Work Order.

Yours faithfully,

[Signature]
 Executive Engineer
 RE, Division-III, Housing Sector
 KMDA

No: 84/(1/12)/EE/RED-III/Housing /KMDA/2022-23

Dated: 30.11.2022

Copy forwarded for information and necessary action to: -

1. The Chief Engineer, HOUSING Sector, KMDA.
2. The Chief Engineer, GAP Sector, KMDA, In-charge of CLC works, Bantala.
3. The Superintending Engineer ,Circle-IV, Housing (RE) Sector, KMDA
4. The Director of Finance, KMDA
5. A.C.F.A., HOUSING Sector, KMDA
6. Md. Hasibul Molla, Assistant Engineer, RE, Div,-III, Housing Sector, KMDA
7. Piyali Roy, Assistant Engineer, RE, Div,-III, Housing Sector, KMDA
8. Jashimuddin Mallick, Junior Engineer, RE, Div,-III, Housing Sector, KMDA
9. Avijit Das , Junior Engineer, RE, Div,-III, Housing Sector, KMDA
10. The Accountant, RE, Div,-III, Housing Sector, KMDA
11. The Office Copy.

Hasibul Molla
 Executive Engineer
 RE, Division-III, Housing Sector
 KMDA

*Received on
 behalf of EES.
 [Signature]*



Annexure-6

81

IN THE SUPREME COURT OF INDIA

CIVIL ORIGINAL JURISDICTION

R.P.(C) No.792 of 1997

IN

WRIT PETITION (CIVIL) NO.3727/1985

WITH

R.P.(C) Nos. 109-118, 121,148-377 and 8290/1997

WITH

I.A. Nos. 86,88, 112-340, 346.

IN THE MATTER OF :

M.C.MEHTA

PETITIONER

VERSUS

UNION OF INDIA & OTHERS

RESPONDENTS

**21st STATUS REPORT
OF
THE STATE OF WEST BENGAL**

FILED BY :

**SINHA & DAS
ADVOCATES
LAWYERS CHAMBER
SUPREME COURT.**



21st STATUS REPORT.

This 21st Status Report is submitted by the State of West Bengal before this Hon'ble Court in continuation of its earlier Status Reports. The State of West Bengal begs leave of this Hon'ble Court to submit the undermentioned facts and/or developments that have taken place in the implementation of Calcutta Leather Complex Project subsequent to its 20th Status Report dated 19th day of September, 2002.

LAND.

The land acquisition process for approximately 535 acres out of 1100 acres for Calcutta Leather Complex has been completed. The BOT Party has taken physical possession of the whole area (1100 acres), including the vested land of approximately 565 acres.

OFFSITE INFRASTRUCTURE.

The State Government has fully developed all the components of Offsite Infrastructure at a cost of Rs.32.31 crores save and except the Solid Waste Management Network. The completed Offsite Infrastructure include :—

- (i) 132/33 KVA electricity sub station network ;
- (ii) Widening and improvement of link road between Kolkata and Calcutta Leather Complex ;
- (iii) Desiltation and improvement of Storm Water Feeder Channel through which the treated tannery effluent will flow ;



- (iv) Realignment of Karaidanga canal at the fringe of the Complex ;
- (v) Construction of Bederhat Rehabilitation Village at the fringe of the Complex.

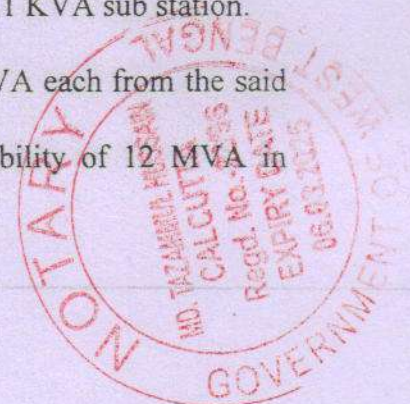
The work on development of Solid Waste Management Network (Rs.11.22 crore) would commence soon. Till the completion and commissioning of the Solid Waste Management Network, the arrangement for solid waste disposal will be made at temporary location.

ONSITE INFRASTRUCTURE.

The BOT Party asserted before this Hon'ble Court during the Hearing of the instant matter on 27.09.2002 that they would complete the development of the entire work allotted to them on or before 30.10.2002. It is expected that the BOT Party would furnish a compliance report on the matter before this Hon'ble Court. The BOT Party has informed the State Government that it has completed the following infrastructure in Zones 1 to 8 of Calcutta Leather Complex :—

1. Electrical Infrastructure.

- (a) Installation and commissioning of one 12.5 MVA 33/11 KVA sub station.
- (b) Drawal and commissioning of 3 Feeder lines of 4 MVA each from the said sub station – thereby ensuring a total power availability of 12 MVA in Zones 1 to 8.



(c) Installation and Commissioning of sufficient 11/0.44 KVA Transformers located all over Zones 1 to 8 – thereby ensuring availability of low & medium voltage power for those consumers who may require such power.

(d) Completion and commissioning of all overhead conductors and underground cables in Zones 1 to 8 ensuring availability of power alongside all plots in these Zones.

2. Water.

Provisions for providing 10 MLD of process water in Zones 1 to 8 have been made.

3. Road Network.

The entire road network in Zones 1 to 8 alongwith the connection Trunk roads from the highway is complete. The BOT Party will increase the crust thickness of the roads in the second phase.

4. Public Utilities.

The space for Bank/Medical Centre, Post Office/Trade Mart are ready. Land has been allotted for development of Fuel Station, Taxi/Auto/Cycle Stand/Truck Terminal.

The State Government has assessed through Kolkata Metropolitan Development Authority the progress of work done by the BOT Party towards development of onsite infrastructure at Calcutta Leather Complex. The report emphasise the following points:—

(a) About 16.6 km of bituminous road has been built in Zones 1 to 8. All these roads are yet to be strengthened by use of bituminous macadam and asphaltic concrete. About 9 km of roads are completed up to WBM stage. However, for

all cases, special attention has to be taken by the BOT Party for upkeep and maintenance of the roads.

- (b) The laying of sewer line measuring about 14000 metres is complete.
- (c) The entire area under Zones 1 to 8 are covered with 25000 metre of raw water line. The pump houses are also ready for operation.
- (d) About 25.5 km of storm water line has been laid which will serve the entire area under Zones 1 to 8.
- (e) 26.3 km of drinking water line has been laid which will serve the total area under Zones 1 to 8.
- (f) 4 nos of Overhead Reservoirs have been commissioned for supply of water in Zones 1 to 8.
- (g) 3 nos of Raw Water Pumping Stations are ready for supply of raw water in Zones 1 to 8 through the pipes already laid.
- (h) 8 nos of Deep Tubewells have been sunk yielding 12 MLD of water.

Kolkata Metropolitan Development Authority has concluded that almost all the Onsite Infrastructure works required for running of the leather project is complete so far as the Zones 1 to 8 are concerned. However, if the entire system remains idle for a long time, there is possibility of getting the mechanical equipments inoperative.

The report submitted by the Kolkata Metropolitan Development Authority is enclosed as **Annexure-I**.



In this connection, the observations of the West Bengal State Electricity Board in respect of development of electricity network by the BOT Party at Calcutta Leather Complex, contained in their report (**Annexure-II**) may be noted. The following facts emerge from the said report :-

- (a) Zones 1 to 8 have been fully covered through 3 nos of 11 KV Feeders.
- (b) On further growth of consumers, such infrastructure has to be developed to feed all the Zones by installing new 33 KV Substations, 11 KV lines, L.T. lines and distribution Sub Stations as per the approved scheme.
- (c) WBSEB has taken over the electrical infrastructure developed by the BOT Party so far within Zones 1 to 8 of the Calcutta Leather Complex and are in a position to supply.
- (d) Considering the present infrastructure, WBSEB is in a position to release 10 MVA power to the tanneries leaving aside the load demand of 2 MVA of the BOT Party for common services like sewerage, water supply, etc.

COMMON EFFLUENT TREATMENT PLANT.

The construction of the first 2 modules of 5 MLD capacity each Common Effluent Treatment Plant is going on as per time schedule. As committed before this Hon'ble Court, the State Government has completed the development of the preliminary effluent treatment components of the Common Effluent Treatment Plant :-

- (i) primary clarifier ;
- (ii) sludge drying bed ;
- (iii) receiving sump.

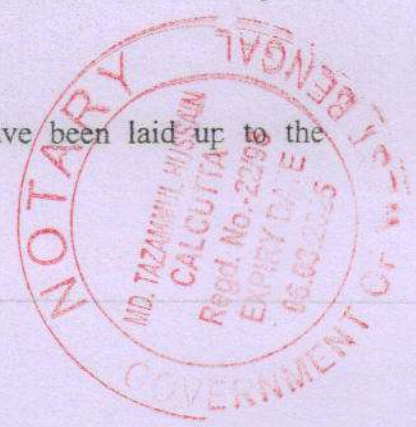


The Common Effluent Treatment Plant is now equipped to offer the preliminary facilities to take care of the tannery wastes upto 10 MLD when to be generated by the tanneries at Calcutta Leather Complex.

However, it is unlikely that the Common Effluent Treatment Plant would have any tannery effluent to treat at present. None of the relocating tanneries or new tanneries has started tanning operations at Calcutta Leather Complex. None of the tanneries has also developed pretreatment facilities at their tanneries.

The BOT Party has stated that it had completed all works relating to Effluent Transportation System in Zones 1 to 8 of Calcutta Leather Complex including installation and commissioning of the required mechanical and electrical equipments. After inspection, Kolkata Metropolitan Development Authority, as advised by the State Government, has given the following report:—

- (a) 5 nos of Effluent Pumping Stations falling under Zones 1 to 8 have been commissioned and are ready for operation.
- (b) Laying of Pressure Line, measuring about 5 km, from 5 nos of EPS falling in Zones 1 to 8 upto the inlet of the Common Effluent Treatment Plant is complete and is ready for operation.
- (c) About 1400 metres of HDPE pipes of 400 mm have been laid up to the discharging point.



The BOT Party has not also started the construction of Continuous Common Recovery Plants. The State Government has asked the BOT Party to commence construction of at least 2 modules of Continuous Common Chrome Recovery Plants to take care of the chrome effluents to be generated by the tanneries at Calcutta Leather Complex. 4(four) nos of Mobile Chrome Recovery Units, already in place at Calcutta Leather Complex, will be able to take care of only the initial chrome effluents to be generated by the tanneries. However, these Mobile Chrome Recovery Units will not be able to take care of the full chrome effluents to be generated by the tanneries. The BOT Party should immediately start construction of 2 modules of Continuous Common Chrome Recovery Plants.

RELOCATION OF TANNERIES TO CALCUTTA LEATHER COMPLEX.

An up-to-date status report in respect of the allotment of land, on the basis of the proposals submitted by the BOT Party, to the relocating tanneries at Calcutta Leather Complex is given below :—

- (i) Number of relocating tanneries making full payments – 523 nos.
- (ii) Number of relocating tanneries whose original land requirement was more than 400 sq. mtrs and were, therefore, eligible to receive allotment of land in terms of the order dated 18.10.2000 of this

Hon'ble Court.

– 340 nos.



- (iii) Number of relocating tanneries who have been allotted land in Zones 1 to 8. -323 nos.
- (iv) Number of relocating tanneries who are yet to be allotted land as no allotment proposal has been received from the BOT Party. - 17 nos
- (v) Number of tanneries required to form cooperative societies or partnership firms in order to be eligible to receive allotment of land. - 183 nos.
- (vi) Number of tanneries who have increased their land requirement to 400 sq. mtr or more after 27.04.2001 by paying additional land cost or by adjustment of land cost payment by reduction in quantum of land - 76 nos.
- (vii) Number of tanneries who have taken steps to form cooperative societies or partnership firm - 73 nos.
- (viii) Number of tanneries who have not taken any action for forming either cooperative societies or partnership firms 34 nos



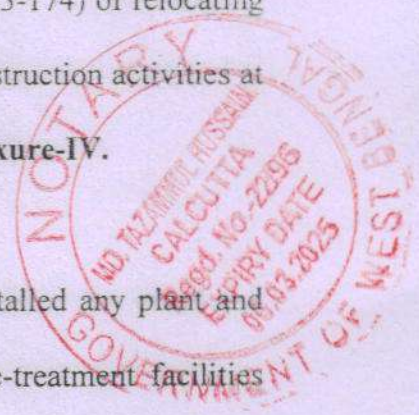
The BOT Party has been asked to send allotment proposals to the State Government for **149 nos** (vi + vii) of the relocating tanneries who have now become eligible to receive allotment of land at Calcutta Leather Complex. BOT Party has informed the State

Government that **complete development of Zone-9** of the Calcutta Leather Complex with all the required infrastructure would take **another 3 (three) months**.

Out of **174 nos** of relocating tanneries who have sought approval of the State Government for execution of land lease deed, **145 nos** have received the approvals. **285 nos** of tanneries have received 'Consent to Establish' from the West Bengal Pollution Control Board for commencing construction of tannery establishments at Calcutta Leather Complex. **140 Nos** of these tanneries have received provisional sanction of their building plans. In spite of repeated reminders, the defaulting tanneries have not yet submitted the completed building plans.

Nearly **225 nos** of tanneries have taken steps to start construction activities at Calcutta Leather Complex. **174 nos** of relocating tanneries have actually taken up the construction works at their allotted land and **22** of them are in the process of completing construction of tannery buildings. The list of these tanneries is given at **Annexure -III A** and **Annexure -III B** respectively. Thus it transpires that **149 nos** (323-174) of relocating tanneries, who were allotted land, have not taken any step to start construction activities at Calcutta Leather Complex. List of these **149** tanneries is given at **Annexure-IV**.

It also transpires that none of the relocating tanneries has installed any plant and machineries at their land/building at Calcutta Leather Complex. Pre-treatment facilities have not also been developed by the relocating tanneries at the site.



None of the relocating tanneries has commenced tanning operation at Calcutta Leather Complex.

An up-to-date (as on 31.10.2002) status report on the implementation of Calcutta Leather Complex Project given at Annexure –V.

Dated the 12th November, 2002.

Romit Mutsuddi

(Romit Mutsuddi)

Joint Secretary

Commerce & Industries Department
Government of West Bengal



ANNEXURE - I

Kolkata Metropolitan Development Authority
Unnayan Bhawan, Bidhan Nagar, Kolkata-700 091

G.D.N.S. SECTOR, L-BLOCK, 2nd FLOOR
UNNAYAN BHAVAN
OFFICE OF THE CHIEF ENGINEER
SALT LAKE CITY, CALCUTTA:- 700 091

**REPORT ON SUPERVISION OF
WORKS OF CALCUTTA LEATHER COMPLEX PROJECT
AS ON 31.10.2002.**

The quantum of different infrastructure works related to the CLC project was first visualized with reference to the DPR dated September 1996 handed over to KMDA by the Govt. of West Bengal. But during execution of the works at site it was noticed that the zoning pattern, locations etc. were changed abruptly, which caused a huge deviation of the certain individual items of works. It is found that as per practical implementation of the project some of the items viz. process water line, sewer line, storm water line, drinking water line etc. were required on the higher side than that provided in the DPR. However, the latest status of the project including all infrastructure works falling within zone 1 to 8 are as follows:

1.ROADS:

About 16.6 Km of bituminous road has been executed by the BOT party which falls under zones 1 to 8. Besides those roads, the trunk roads connecting the State Highway to the individual zones as above measuring about 4 Km has also been constructed. But all these roads are yet to be more strengthened with use of bituminous macadam and asphaltic concrete as per the design requirement after plying of vehicle in sufficient quantity.

Beyond these quantity, about 9 Km of roads are completed up to WBM stage with one stabilizing coat, for the time being.

However, for all cases, special attention is to be taken by the BOT party for upkeep and maintenance of the roads for the smooth running of the vehicular traffic.

2.SEWER LINE :

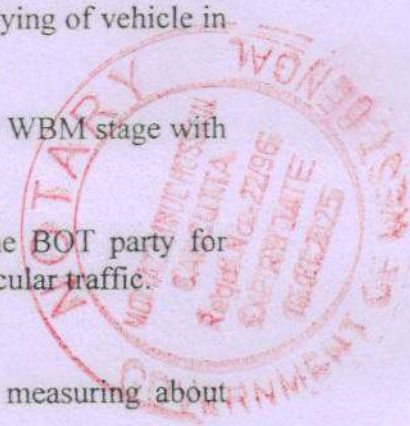
The laying of sewer of line as per revised DPR of the ETS measuring about 14000m is complete.

3.RAW WATER LINE :

The entire area under zone 1 to 8 are covered with 25000m of raw water line, the pump houses for which are built and ready for operation.

4.STORM WATER LINE:

About 25.5 Km of storm water line has been laid which will serve the entire area under zone 1 to 8.



Kolkata Metropolitan Development Authority
Unnayan Bhawan, Bidhan Nagar, Kolkata- 700 091

5.DRINKING WATER LINE :

26.3 Km of drinking water line has been laid which will serve the total area under zone 1 to 8. The source of the same is ready.

6.OVER HEAD RESERVOIRS :

4 nos. of OHR are commissioned and found to be functioning for supply of water to zone 1 to 8 for drinking purpose.

7.EFFLUENT PUMPING STATIONS :

5 nos. of the EPS are falling under zone 1 to 8 as per the revised design of ETS. All those are commissioned and ready for functioning.

8.RAW WATER PUMPING STATIONS:

3 nos. of RWPS will serve the area under zone 1 to 8 and they are ready for supply of raw water through the pipes already laid.

9.STORM WATER PUMPING STATION :

2 nos. of SWPS are constructed which will take care for the present situation against flooding.

10.DEEP TUBE WELLS:

So far 8 nos. of deep tube wells are sunk yielding about 12 MLD which found during testing.

11.PRESSURE LINE:

Laying of pressure lines measuring about 5 Km from 5 nos. EPS falling under zone 1 to 8 up to the inlet chamber of the CETP is complete and found working.

12. EFFLUENT DISCHARGE LINE :

About 1400m of one no. HDPE pipe of 400 mm dia has been laid up to the discharge point.

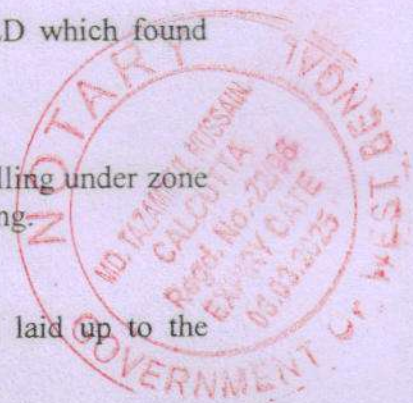
It is found from the above that almost all the on-site infrastructure works required for running of the leather project is complete so far as the zone 1 to 8 are concerned. But if the entire system remains idle for a long time then there is a possibility of getting the mechanical equipments junk which may result in future a huge financial burden.

Sd/-

(S C Mukherjee)

Superintending Engineer (Circle-II)

GDNS Sector, CMDA & Nodal Officer, CLC Project.



ANNEXURE- II

West Bengal State Electricity Board

Office of the Superintending Engineer
Bidhannagar (D) Circle
Block-AA/26, Sector-I
Salt Lake, Kolkata-64

Memo No. SE/BDNC/T-69/2291

Dt. 11.11.02.

To
The Director of Industries
Govt. of West Bengal
New Secretariat Buildings
1, K.S.Roy Road
Calcutta- 700001

Sub: Power supply to Calcutta Leather Complex

Ref: Your memo No. 208/DI/CLC-3/97 Dt. 8.11.02.

Dear Sir,

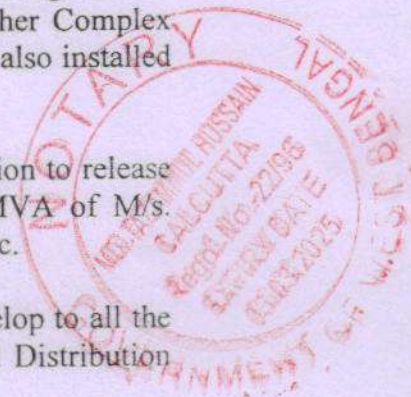
In reference to the above, this is to inform you that the infra-structure developed by M/s. M.L.Dalmiya & Co. Ltd., so far at Zone 1, 2, 3, 4, 5, 6, 7 & 8 have already been taken over by W.B.S.E.B. on 20.6.02. and 31.10.02. The above eight zones have been fed through 3 nos. 11KV feeder emanated from Calcutta Leather Complex Sub-Station of capacity 2 x 6.3 MVA. M/s. M.L.Dalmiya & Co. Ltd., have also installed some Distribution Transformers, L.T. lines and 11KV Spur lines.

Considering the present infra-structure, W.B.S.E.B. is in a position to release 10 MVA power to the tanneries leaving aside the load demand of 2 MVA of M/s. M.L.Dalmiya & Co. Ltd., for common services like swerage, water supply etc.

On further growth of consumers, such infra-structure has to develop to all the Zones by installing new 33KV Sub-station, 11KV feeders, L.T. lines and Distribution Sub-Station.

Yours faithfully,

Sd/-
(P.S.Basu)
Superintending Engineer
Bidhannagar (D) Circle



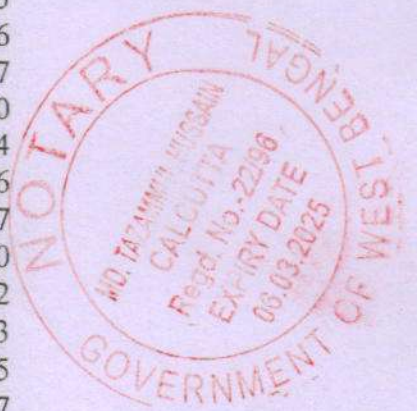
ANNEXURE - III A

LIST OF RELOCATING TANNERIES WHICH HAVE STARTED CONSTRUCTION WORK IN ZONES 1 TO 8 OF CALCUTTA LEATHER COMPLEX

Sl. No.	Name of Tannery	Plot Attotted
1.	Taj Leather	Z-1/1
2.	Badiuzzaman & Sons	Z-1/9
3.	Tulsyan Impex Pvt. Ltd.	Z-1/11
4.	Stout India Industries	Z-1/12
5.	Winsome Leather	Z-1/14
6.	Taj Cuir	Z-1/15
7.	Patranabis Leather Industries	Z-1/18
8.	Te Chong Tannery	Z-1/19
9.	Misbahul Haque & Co.	Z-1/20
10.	Bharat Tanneries	Z-1/24
11.	Ajmeri Leather Works	Z-1/30
12.	Supreme Tannery	Z-1/31
13.	East Point Skin Co.	Z-1/33
14.	Labbaik International	Z-1/34
15.	Victory Tannery	Z-1/38
16.	Arshi Leather	Z-1/42
17.	M.Yahya & Co.	Z-1/43
18.	Crescent Leather	Z-1/44
19.	Star Leather	Z-1/45
20.	Chun Hing Tannery	Z-1/51
21.	New Horizons Ltd.	Z-1/52
22.	Alam Tannery	Z-1/53
23.	N.J.Leather Enterprise	Z-1/54
24.	Grand Leather Works	Z-1/58
25.	Dilshad Ahmed & Co.	Z-1/72
26.	Tiger Tanning Industries	Z-1/73
27.	Iti Exports Ltd.	Z-1/74
28.	Bengal Tanning Industries	Z-1/75
29.	Bengal Reptile Exporting Co.	Z-2/76
30.	Rennets Eastern Exports	Z-2/77
31.	Reptile Chrome Tannery	Z-2/78
32.	Exact Leather Accessories	Z-2/79
33.	International Tanning Syndicate	Z-2/80
34.	P.Pagnon Co. Pvt. Ltd.	Z-2/82
35.	Leather Trend	Z-2/093
36.	Libra Leather	Z-2/95
37.	Jameel Leathers	Z-2/97
38.	Indotan	Z-2/98



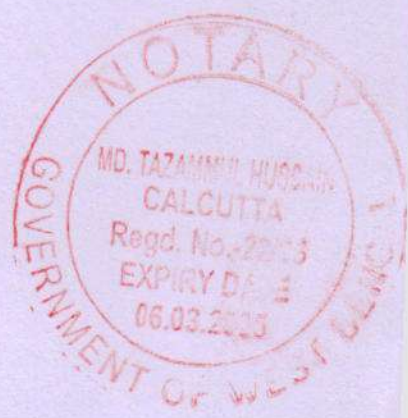
39.	Masood Alam & Co.	Z-2/99
40.	Enam Tanners	Z-2/100
41.	Radiant Leather Pvt. Ltd.	Z-2/103
42.	Ahmed Tannery	Z-2/105
43.	Dolphin Impex	Z-2/107
44.	Modern Leather Industries	Z-2/108
45.	Shreema Tanning Industries	Z-2/111
46.	Tannex International	Z-2/112
47.	Supertans	Z-2/120
48.	H.K.Tannery	Z-2/122
49.	N.M.Tannery	Z-2/125
50.	S.L.Tannery	Z-2/127
51.	J.K.Tannery	Z-2/128
52.	The Asiatic Leather	Z-2/130
53.	Fashion Lederwaren	Z-2/140
54.	International Overseas Exporters	Z-2/141
55.	Soni Leather	Z-2/143
56.	Creative Leathers	Z-2/151
57.	Trans Rubber Industries	Z-2/152
58.	O.S.Split Job Works	Z-2/153
59.	Absar International	Z-2/155
60.	Rajan Tannery	Z-2/160
61.	Park Leather Co.	Z-2/163
62.	Rajendra Manchanda	Z-2/164
63.	Titan Leather Pvt. Ltd.	Z-2/165
64.	Beauty Leather Works	Z-2/166
65.	Goodwill Leather	Z-2/167
66.	Supreme Tannery	Z-2/170
67.	Commercial Hide & Skin Co.	Z-3/214
68.	Leatherex Tanning Industries	Z-3/216
69.	Aslam Tanning Industries Pvt Ltd.	Z-3/217
70.	Trident Leather	Z-3/220
71.	Afko Tannery	Z-3/222
72.	G B S Tanners Pvt. Ltd.	Z-3/223
73.	International Tanning Corporation	Z-3/225
74.	Toptans	Z-3/227
75.	G. A. Jolli	Z-3/229
76.	Star Tanning Industries	Z-3/231
77.	Taj Tanning Industries	Z-3/234
78.	Continental Leather Corporation	Z-3/236
79.	Manzooria Tannery	Z-3/238
80.	Jaffs Leather Works	Z-3/239
81.	Mercury Exports	Z-3/240
82.	Zia Hide Skin Agency	Z-3/243
83.	Nafis Tanning Industries	Z-3/245
84.	Sarim Enterprises	Z-3/247



85.	Shadab Enterprises	Z-3/249
86.	Eqbal Ahmed & Co.	Z-3/251
87.	Alia Leather Company	Z-3/253
88.	Lais Leather Industries	Z-3/255
89.	Pioneer Tanning Industries Pvt.Ltd.	Z-3/257
90.	Mani Leather Industries	Z-3/259
91.	Leather Que	Z-3/261
92.	Hindustan Tanning Industries	Z-3/263
93.	Salim Leather Corporation	Z-3/265
94.	Bismillah Tanning Industries	Z-3/267
95.	Arfat Tanning Industries	Z-3/270
96.	Diamond International	Z-3/271
97.	Aaquib Tannery	Z-4/286
98.	Citizen Leather	Z-4/289
99.	Agra Fine Leather Tannery	Z-4/291
100.	Iqbal Tannery	Z-4/293
101.	Shilpa Exports	Z-4/295
102.	Manzrul Islam & Others	Z-4/297
103.	Oriental Leather Industries	Z-4/300
104.	Dolphin Leather Impex	Z-4/304
105.	Webta Pvt. Ltd.	Z-4/308
106.	Nasim Tanning Enterprise	Z-4/309
107.	KGN Tanning Industries	Z-4/327
108.	Senior Rubber Works	Z-4/330
109.	Topco Enterprise	Z-4/332
110.	Usmani Hide & Skin Agency	Z-4/334
111.	Marshall Tanning Industries	Z-4/319
112.	H.L.Tannery	Z-4/324
113.	Shakti Chemical Stores	Z-4/320
114.	Ye Fong Tannery	Z-5/351
115.	Mod Tan Enterprise	Z-5/352
116.	Hsiung Leather Industries	Z-5/353
117.	Henley Tannery	Z-5/354
118.	Chieh Shing Tannery	Z-5/355
119.	Sein Yee Tannery	Z-5/356
120.	Hsiang Lee Tannery	Z-5/357
121.	Cathy Tannery	Z-5/358
122.	Hupson Tannery	Z-5/363
123.	Wanson Leather Industries	Z-5/364
124.	Yeo Fah Tannery Pvt. Ltd.	Z-5/365
125.	Cheng Sen Tannery	Z-5/366
126.	Tien Sheng Tannery	Z-5/367
127.	Clement Exports	Z-5/376
128.	Chiang Sheng Tannery	Z-5/377
129.	Huan Sheng Tannery	Z-5/381
130.	Yao Shing Tannery	Z-5/383



131.	Crown Tannery	Z-5/388
132.	ANS Leather Co.	Z-5/389
133.	Yuan Shin Tannery	Z-5/392
134.	Da Li Tannery	Z-5/393
135.	Two Star Tannery	Z-5/394
136.	Yun King Tannery	Z-5/395
137.	Chang Hing Tannery	Z-5/396
138.	Sheong Shi Tannery	Z-5/397
139.	Ka Fung Tannery	Z-5/399
140.	Kim Wah Tannery	Z-5/405
141.	Goodwill Service Co.	Z-5/406
142.	Olympic Tannery	Z-5/407
143.	Koh Sinn Tannery	Z-5/408
144.	Chang Tien Hsun & Bros	Z-5/409
145.	Shui Yuan Tannery	Z-5/413
146.	Ah Tiam Tannery	Z-5/415
147.	Goodwill Tannery	Z-5/416
148.	Victor Lexport	Z-5/419
149.	Ah Yin Tannery	Z-5/422
150.	Lucky Leather Industries	Z-5/423
151.	Chien Hsing Tannery	Z-5/424
152.	Paymental Tannery	Z-5/429
153.	Wei Hing Tannery (RF)	Z-5/430
154.	Fook Hing Leather Works	Z-5/439
155.	Chan Lin Tannery	Z-5/444
156.	Universal Leather Agency	Z-5/349
157.	Hsin Yeh Tannery	Z-5/420
158.	Shing Hing Tannery	Z-5/378
159.	Lian Sheng Tannery	Z-5/384
160.	Standard Leather Pvt. Ltd.	Z-6/561
161.	Universal Real Leather Products	Z-6/569
162.	French Tannery	Z-7/459
163.	Crown Leather Tannery	Z-7/485
164.	Kwality Exports	Z-7/513
165.	Kwality Tanning Corporation	Z-7/476
166.	Paul's Leather Service	Z-7/510
167.	Indian Tanning Industries Pvt.Ltd	Z-8/600
168.	Mow Chong Tannery Pvt.Ltd.	Z-8/614
169.	Kaycee Trading Co.	Z-8/618
170.	Volga Tannery	Z-8/645
171.	Weblec (India)	Z-8/649
172.	Champion Tannery	Z-8/619
173.	Star Leather	Z-3/231
174.	Sultan Leather	Z-4/335



ANNEXURE – III B

LIST OF RELOCATING TANNERIES WHO ARE CONSTRUCTING TANNERY BUILDINGS AT CALCUTTA LEATHER COMPLEX

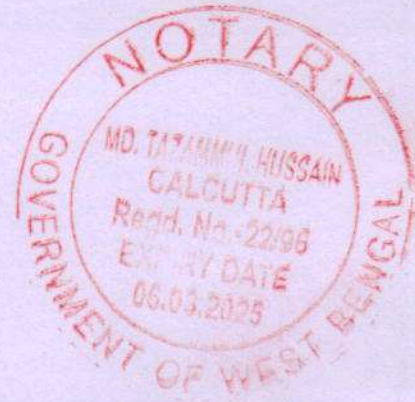
Sl. No.	Name of Tannery
1.	Bharat Tannery
2.	Crescent Tannery
3.	Alam Tannery
4.	Shreema Tanning Corporation
5.	International Overseas Exports
6.	O.S. Split
7.	Titan Leather Pvt. Ltd.
8.	Ahmed Tannery
9.	Trident Leather
10.	Star Tanning
11.	Jaffs Leather Industries
12.	Toptans
13.	Alia Leather Company
14.	Lais Leather Industries
15.	Pioneer Tanning Industries
16.	Mani Leather Industries
17.	Leather Que
18.	Citizen Leather
19.	Webta
20.	Hupson Tannery
21.	Yao Shing Tannery
22.	Wei Hing Tannery



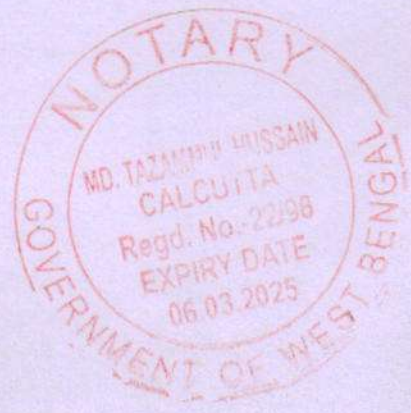
ANNEXURE - IV

LIST OF RELOCATING TANNERIES WHO WERE ALLOTTED LAND BUT HAVE NOT STARTED ANY CONSTRUCTION WORK IN ZONES 1 TO 8 OF CALCUTTA LEATHER COMPLEX

Sl. No.	Name of Tannery
1.	Oxford Tanners
2.	Calcutta Chrome Tanning Industry
3.	Irfan Tannery
4.	Tanmaco
5.	Globe Tannery
6.	Weble Tanners
7.	Akram Leather Corporation
8.	Asma Tannery
9.	Classic Tannery Pvt. Ltd
10.	R.P.Tannery
11.	Ganaur Ram & Sons
12.	Iftekhharul Hasan & Ors.
13.	Ainul Haque & Bros
14.	Letherena (India)
15.	Bee Kay Leather Industries
16.	Manish Trading Co.
17.	Industrial Leather Mfg. Co.
18.	Faiz Tanning Industry
19.	Thirusalem Leather Industries
20.	Gouri Enterprises
21.	Surinder Kumar/ Hansraj
22.	Punam Leather Works
23.	Queen Lexpo
24.	Ali Jawed Tannery
25.	Punjab Leather Enterprises
26.	New Punjab Tannery
27.	Punjab Tannery
28.	Bukhara Leather Industries
29.	Paragon Leather Co.
30.	Tarakeswar Nath Shaw
31.	B.D.Tannery
32.	Fancy Skin Tannery
33.	Aftab Tannery
34.	Abdin Leather Pvt. Ltd.
35.	United Tanning Centre
36.	Shalimar Tanneries Pvt. Ltd.
37.	India Tannery
38.	Md. Jawed & Sons
39.	Zenith Export Syndicate
40.	New Standard Optical Co.
41.	Nappier Leather Paint Tannery
42.	Super Tanners Syndicate



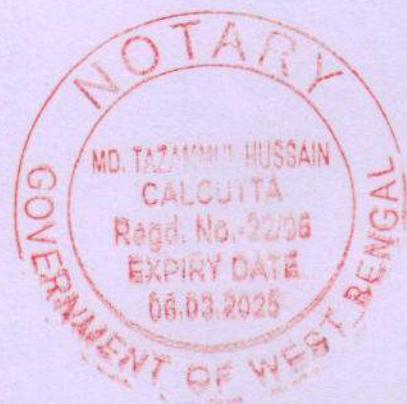
- 43. Li Wei Seong & Bros
- 44. Ula Leathers
- 45. Jun Hsing Tannery
- 46. CPL Tannery
- 47. Shee Shen Leather Pvt. Ltd.
- 48. Chen Lan Po Tannery
- 49. Yu Ley Tannery
- 50. Chung zah Tannery
- 51. Diamond Tannery & Co.
- 52. Kwang Lee Tannery
- 53. Chen Kisen Tannery
- 54. Shih Mei Tannery
- 55. Hock Soon
- 56. Fu Leather Industries
- 57. Chen Shung Yung
- 58. S.T.Tannery
- 59. Lee Youn Chin Tannery
- 60. Ah Chung Tannery
- 61. Sip Shing Tannery
- 62. Afoo Tannery
- 63. Lee Brothers
- 64. Fu Lee Co.
- 65. How Fa Tannery
- 66. Wanley Tannery
- 67. Wan Chong Tannery
- 68. Albert Tannery
- 69. Kong Yuan Tannery
- 70. Chi Thai Tannery
- 71. Foo Sin Tannery
- 72. Sin Sin Tannery
- 73. Wu Leathers
- 74. Liu Ching Yuan Tannery
- 75. Hsiung Bros Tannery
- 76. Yan Chong Tannery
- 77. K. Y. Chang & Son Tannery
- 78. Chen Kuo Jung
- 79. Fai Hin Tannery
- 80. Hasan Exports
- 81. Milan Tannery
- 82. Ideal Tannery
- 83. J.S.Tannery Industry
- 84. Bhol Ram
- 85. S.T.Leach
- 86. Ecotan
- 87. Shamin Hide
- 88. Pristine Leather Fashions
- 89. Baddrudoja & Sons
- 90. Md Javed & Sons
- 91. Super Hide & Skin Agency



92. S. Mondal Leather Works
93. Alam & Co.
94. Four Star Tannery
95. Lederman Collections
96. Raj Tannery
97. Ciria Tanning Co. Pvt. Ltd.
98. Horizon Leather Finishers
99. Bachana Ram
100. Royco Tanners' Pvt. Ltd.
101. United Chrome Tannery
102. Emperor Tannery
103. Harijan Tannery
104. Ranjit Tannery Pvt. Ltd.
105. Vikash Tannery
106. Leather Impex
107. Welmac Leather
108. Nezamuddin Tannery
109. Hing Loong Tannery
110. Hsing Son Tannery
111. Shing Hing Tannery
112. M.K.Products
113. Fong Hsing Tannery
114. Asraf Tannery
115. The Leather Dream
116. Wu Brothers
117. Yan Chong Tannery
118. Lakhi Tannery
119. Tai Lim Tannery
120. Ka Lim Tannery
121. Pioneer Leather Industry
122. Wing Sung Tannery
123. Jagsons Tanning Industries
124. Tai Lien Tannery
125. Chu & Co
126. Ah Sein Tannery
127. Ah Woon Tannery
128. Chin Chin Tannery
129. Chong Lung Tannery
130. Ekta Tannery
131. Foley Tannery
132. Globe Tannery
133. Great India Tannery
134. Hargopal & Beant Ram
135. Kim Shang Tannery.
136. Mohan General Trading Co.
137. Neha Leather
138. New Pioneer Leather
139. Pen Hoo
140. Rabidas Tanneries Ltd.



141. Rajsons Leather Co.
142. Ravinder Kumar
143. Rishi Leather Pvt. Ltd.
144. Satguri Tanneries
145. Safia Tanning Industries
146. Sky Tanner
147. Star Tanning Industries
148. Summan Tannery
149. United Friendship Tannery



ANNEXURE - V

CALCUTTA LEATHER COMPLEX PROJECT : Status Report as on 31.10.2002.

1. LAND.

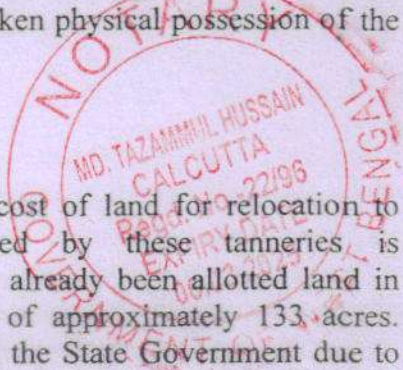
1.1. Land Acquisition.

The land acquisition process is complete. The entire land (1100 acres approx) has been transferred to the BOT Party, out of which approximately 22.0 acres and 9.0 acres have been retained for development of Bederhat Rehabilitation Village and 132/33 KVA Electricity Sub Station respectively. The BOT Party has taken physical possession of the entire land.

1.2. Allotment of land.

1.2.1. 523 nos of relocating tanneries paid full cost of land for relocation to Calcutta Leather Complex (CLC). Total area booked by these tanneries is approximately 160 acres. 323 nos of these tanneries have already been allotted land in Zones 1 to 8 of the Complex accounting for an area of approximately 133 acres. Allotment of land to 17 other tanneries are pending from the State Government due to various reasons which are yet to be resolved. Land to the relocating tanneries has been allotted after the BOT Operator surrendered its lease in favour of the State Government on making them free from all encumbrance. The relocating tanneries allotted land will be entering into separate lease agreements with the State Government. 60 nos of small tanneries have paid additional amount for additional land to reach their individual quantum to 400 sq. mtr. BOT Operator has been asked to send proposal to the State Government for allotment of land to these tanneries. 16 nos of smaller tanneries (with area less than 400 sq. mtr) have received additional land by paying land price to the BOT Party at market rate. The remaining 108 tanneries would be required to form cooperative societies or partnership firms so that the land could be allotted to them at CLC in terms of the direction of Hon'ble Supreme Court of India. About 70 nos of tanneries out of these 108 tanneries have taken initiatives to form Industrial Cooperative Societies or Partnership firms. 3 (three) tanneries have formed themselves into one Partnership Firm having a cumulative land area of 502 sq. mtr and the Partnership Firm is now eligible to receive allotment of land from the State Government. The BOT Party has also been told to send allotment proposals for those 29 tanneries who curtailed their land requirement proportionately against adjustments of 3rd and/or 4th installments of payments. So far an amount of little over Rs. 37 crores (approx) has been paid by the relocating tanneries (584 nos) towards cost of land at CLC.

1.2.2. The BOT Operator is stated to have sold 19 acres (approx) of land to 137 nos of non-relocating tanneries and other leather goods manufacturing and chemical units at CLC.



2. DEVELOPMENT OF INFRASTRUCTURE.

2.1. Offsite Infrastructure.

2.1.1. The State Government has completed the development of the following offsite infrastructure for the CLC Project :-

- (i) Expansion and improvement of Kolkata-Basanti Road (15 km) - Rs.11.77 crores.
- (ii) Desiltation and improvement of Storm Water Feeder (SWF) chanel - Rs.2.80 crore.
- (iii) Development of 132/33 KVA electricity network - Rs.10.10 crore.
- (iv) Realignment of Karaidanga Canal at the fringe of CLC - Rs.0.85 crore.
- (v) Construction of Bederhat Rehabilitation Village at the fringe of CLC - Rs.5.80 crore.

An amount of Rs.31.32 crore have been spent for developing the abovementioned infrastructure.

The land acquisition process for 51 acres of land for development of Solid Waste Management Network is nearing completion. The State Government has already paid an amount of Rs. 0.99 crore for the purpose.

The project cost for development of Offsite Infrastructure is Rs.45 crore.

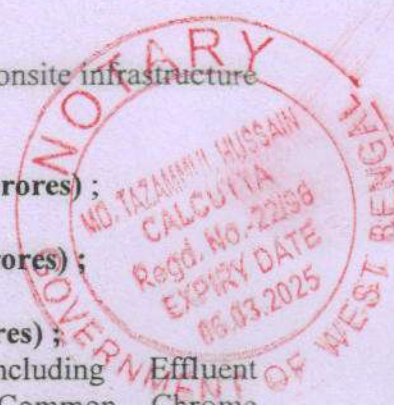
2.2. Onsite infrastructure.

2.2.1. The BOT Operator is required to develop the following onsite infrastructure at CLC :-

- (i) Land fill and site development (Cost **Rs.25.50 crores**) ;
- (ii) Water Supply System (Cost **Rs.8.66 crores**) ;
- (iii) Electricity and Street lighting (Cost **Rs.19.90 crores**) ;
- (iv) Internal road network (Cost **Rs.21.00 crores**) ;
- (v) Effluent & drainage system (Cost **Rs.18.00 crores**) ;
- (vi) Common Effluent Treatment Plant including Effluent Transportation System and Continuous Common Chrome Recovery Unit.
- (vii) Public utilities (Cost **Rs.9.40 crores**) ;
- (viii) Horticulure and plantation (Cost **Rs.2.40 crores**) ;
- (ix) Site Office (Cost **Rs.3.60 crores**) ;

2.2.2. The BOT Operator is reported to have spent an amount of Rs.131.52 crores as on 31.07.2002 in the following manner :-

- | | |
|---|------------------|
| (i) Cost of land paid to State Government | - Rs.16.31 crore |
| (ii) Site development | - Rs.25.02 crore |
| (iii) Water Supply System | - Rs.4.41 crore |
| (iv) Electricity and street lighting | - Rs.6.32 crore |
| (v) Site Office | - Rs.8.17 crores |
| (vi) Public Utility Services | - Rs.3.59 crores |
| (vii) Quality Control | - Rs.0.27 crore |
| (viii) Effluent & drainage system | - Rs.9.02 crore |



(ix) Effluent Transportation System	- Rs.8.16 crore
(x) Road works	- Rs.10.55 crore
(xi) Advertisement & marketing	- Rs.0.31 crores
(xii) Horticulture	- Rs.0.33 crore
(xiii) Establishment & overheads	- Rs.11.61 crore
(xiv) Consultancy, design & supervision	- Rs.2.18 crore
(xv) Telecom System	- Rs.0.03 crores
(xvi) Interest on bank borrowing, etc.	-Rs.25.24 crore

TOTAL - Rs.131.52 crore

Between 01.03.2002 and 31.07.2002 the BOT Party has spent an amount of Rs.8.50 crore out of which interest on bank borrowing accounts for Rs.4.14 crore. In the expenditure of Rs.8.50 crores, the Central and the State Governments separately provided a fund of Rs.0.87 crore for development of Effluent Transportation System.

2.2.3. The BOT Operator has completed the following infrastructure at Zones 1 to 5 of the relocating tannery area of CLC :-

- (i) Site Development ;
- (ii) Internal roads ;
- (iii) Water Supply System for construction purpose ;
- (iv) Electricity supply for construction purpose ;
- (v) Bridges and culverts, if any, to reach the Zones.

These works in Zones 6 to 8 of the relocating area are also nearing completion.



2.2.4. The BOT Operator has committed to complete the following onsite infrastructure at the relocating tannery area of CLC by October, 2002 :-

- (i) Internal road network ;
- (ii) Effluent and drainage system ;
- (iii) Water Supply for processing purpose and other uses including construction of water storage tanks ;
- (iv) Electricity supply for processing purpose and other uses ;
- (v) Public Utilities and services such as bus terminal, cycle/scooter stand, taxi/auto stand, fuel station, medical center, banks, raw material mert, trade mert, shopping center, etc ;
- (vi) Plantation and greenery.

By an order dated 27.09.2002 the Hon'ble Supreme Court has directed the BOT Operator to complete the abovementioned infrastructure in the relocating tannery area within 30.10.2002. The BOT Party have completed the abovementioned works in Zones 1 to 8 of Calcutta Leather Complex.

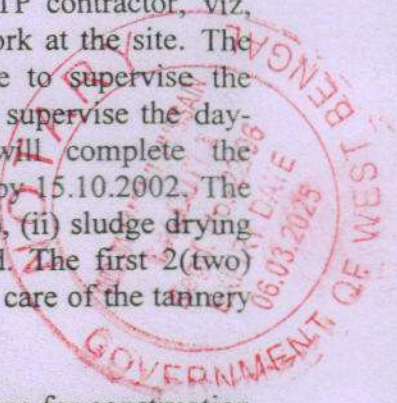
2.2.5. The Project cost for development of onsite infrastructure was originally conceived at Rs.291 crores. However, there has already been an escalation of more than 21% which may go up further.

3. COMMON EFFLUENT TREATMENT PLANT.

3.1. Common Effluent Treatment Plant (CETP) is the most important component of CLC Project. Considering the ground water available in the area it has been envisaged a 30 MLD capacity CETP would be constructed. The CETP will have 6 modules of 5 MLD capacity each. Other components of CETP are (i) Effluent Transportation System ; (ii) Continuous Common Chrome Recovery Unit and (iii) Solid Waste Management Network.

3.2. The tendering process for construction of 2 modules of CETP commenced in September, 2001 and was completed in March, 2002. The lowest rate received after the tendering process including negotiation meetings is Rs.31.2061 crores. Government of India accorded approval to the cost of Rs.31.2061 crores. Govt. of India has also agreed to bear initially 50% of the cost (Rs.15.60 crores) for construction of the said modules of CETP. The State Government has already approved the tendered amount and the selection of CETP contractor.

3.3. Work order has since been issued to the elected CETP contractor, viz, M/s. Va Tech Wabag Ltd. The CETP contractor has commenced work at the site. The State Government has appointed Central Leather Research Institute to supervise the technical matters regarding the construction of CETP and KMDA to supervise the day-to-day work of construction of CETP. The CETP contractor will complete the construction of the first part of the first phase of 2 modules of CETP by 15.10.2002. The first part of the first phase includes construction of (i) receiving sump, (ii) sludge drying bed and (iii) primary clarifier. The work has since been completed. The first 2(two) modules of CETP are now ready to offer preliminary facilities to take care of the tannery effluents at Calcutta Leather Complex.



3.4. The State Government has also initiated necessary actions for construction of two additional modules of 5 MLD capacity each of CETP at Calcutta Leather Complex. Tender formalities for the same are being processed. The State Government has moved Govt. of India for according approval to the construction of these 2 additional modules of CETP. These additional modules of CETP will be constructed as per the Detailed Project Report of the first 2 modules of CETP which are presently under construction. The cost of CETP will be recovered from the user tanneries, including the relocating tanneries, in installments after the commissioning of the CETP.

3.5. Though the BOT Party was supposed to do the land filling at the CETP land and construct boundary wall around the CETP land, the BOT Party has not done so. In order to avoid delay and fulfill the commitment to complete the first part of first phase of CETP by 15.10.2002, the State Government has also decided to develop the said infrastructure. The cost for such work will be recovered from the BOT Party.

3.6. Govt of India has already released an amount of Rs.11.41 crore out of its share of Rs.15.60 crore. The state Government has taken a loan of Rs.15.60 crore from West Bengal Infrastructure Development Finance Corporation Ltd for the construction of the first 2 modules of CETP.

3.7. As the work of construction of Effluent Transportation System (ETS) of CETP has already been started by the BOT Operator, it will continue to be implemented by them. Govt. of India has accorded administrative approval and expenditure sanction of Rs.11.59 crores for the construction of ETS. Govt. of India has also released a sum of Rs.4.06 crores out of its share of Rs.5.80 crore for the scheme. State Government has released Rs.11.59 crores to the BOT operator in terms of the order dated 12.08.2002 of the Hon'ble Supreme Court of India. The State Government taken a loan of Rs.4.66 crore from WBIDFC for the purpose.

3.8. BOT Operator will also construct the modules of Continuous Common Chrome Recovery Plants (CCCRM) at CLC. However, most of the relocating tanneries have opted for construction of Chrome Recovery Units at their individual tanneries.

3.9. As the Solid Waste Management Network (SWM) for CLC will be set up outside the Project area, the State Government will develop the same (Estimated cost – Rs.11.22 crores). While the construction cost of CETP modules, ETS and CCCRM will be recovered in future from the tanneries, the cost for development of SWM Network will be entirely borne by the State Government and will not be recovered from the tanneries.

3.10. Four Mobile Chrome Recovery Units (MCRU) have been installed at CLC. These MCRUs will be pressed into service in case of emergency to meet the interim requirements of the relocating tanneries at CLC.

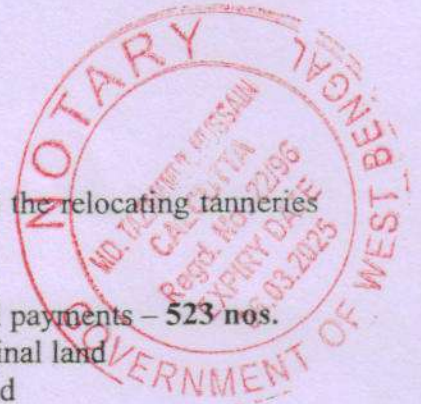
3.11. The tanneries will also develop pre-treatment facilities at their individual tanneries for separation of chrome from other effluents and pretreatment of liquid wastes.

3.12. For payment of technical agency charges for supervision of the construction of the first 2 modules of CETP by Central Leather Research Institute and Kolkata Metropolitan Development Authority, Government of India has approved a cost of Rs.1.56 crore and has sanctioned an amount of Rs.0.78 crore towards its 50% share of the cost.

4. RELOCATION OF TANNERIES.

An up-to-date status report in respect of the allotment of land to the relocating tanneries at Calcutta Leather Complex is given below :-

- | | | |
|-------|--|------------|
| (i) | Number of relocating tanneries making full payments – | 523 nos. |
| (ii) | Number of relocating tanneries whose original land requirement was more than 400 sq. mtrs and were, therefore, eligible to receive allotment of land in terms of the order dated 18.10.2000 of this Hon'ble Court. | – 340 nos. |
| (iii) | Number of relocating tanneries who have allotted land. | -323 nos. |
| (iv) | Number of relocating tanneries who are yet to be allotted land | – 17 nos |



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- | | | |
|--------|--|------------|
| (v) | Number of tanneries required to form cooperative societies or partnership firms in order to be eligible to receive allotment of land | - 183 nos. |
| (vi) | Number of tanneries who have increased their land requirement to 400 sq. mtr or more after 27.04.2001 by paying additional land cost or by adjustment of land cost payment by reduction in quantum of land | - 76 nos. |
| (vii) | Number of tanneries who have taken steps to form cooperative societies or partnership firm | - 73 nos. |
| (viii) | Number of tanneries who have not taken any action for forming either cooperative societies or partnership firms. | - 34 nos |

The BOT Party has been asked to send allotment proposals to the State Government for **149 nos** (vi + vii) of the relocating tanneries who have now become eligible to receive allotment of land at Calcutta Leather Complex. The BOT Party has informed the State Government that another 3 months will be required for developing the necessary infrastructure in Zone 9 where the above mentioned tanneries would be allotted land

Out of **174 nos** of relocating tanneries who have sought approval of the State Government for execution of land lease deed, **145 nos** have received the approvals. **285 nos** of tanneries have received 'Consent to Establish' from the West Bengal Pollution Control Board for commencing construction of tannery establishments at Calcutta Leather Complex. **140 Nos** of these tanneries have received provisional sanction of their building plans.

Nearly **225 nos** of tanneries have taken steps to start construction activities at Calcutta Leather Complex. **174 nos** of relocating tanneries have actually taken up the construction works at their allotted land and **22** of them are in the process of completing construction of tannery buildings. Thus it transpires that **149 nos** (323-174) of relocating tanneries, who were allotted land have not taken any step to start construction activities at Calcutta Leather Complex.

None of the relocating tanneries has installed any plant and machineries at their land/building at Calcutta Leather Complex. Pre-treatment facilities have not also been developed by the relocating tanneries at the site.

None of the relocating tanneries has commenced tanning operation at Calcutta Leather Complex.

5. OTHER ISSUES.

5.1. A full-fledged Police Station in the name of Kolkata Leather Complex Police Station has been set up at Calcutta Leather Complex. The Police Station has started functioning w.e.f. 30.4.2002.

5.2. A temporary fire service Station has also been set up at Calcutta Leather Complex. However, temporary fire fighting arrangement with one vehicle and personnel has been ensured.

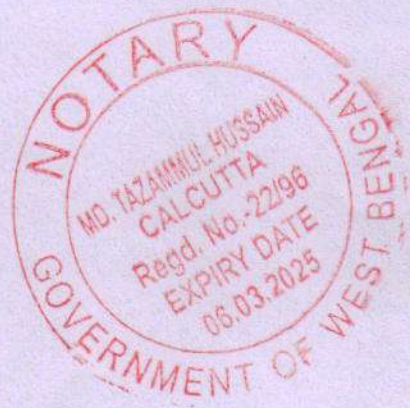
5.3. Department for International Development (DFID), Government of United Kingdom has agreed to fund a sum of Rs.4.24 crore through UNIDO for technical assistance to leather sector in West Bengal. The scheme envisages among other things :

- (i) Monitoring the construction and functioning of the Common Effluent Treatment System at Calcutta Leather Complex (CLC) ;
- (ii) Training and skill up gradation for the workforce of the tanneries relocating to CLC ;
- (iii) R & D facilities for the tanneries and other leather units coming up at CLC.
- (iv) Rehabilitation of the families of the workforce affected by relocation of tanneries to CLC with alternative self-employment scopes ;

UNIDO has recently informed the State Government that the cost of the project will be reduced by 20% - 25% and may be limited to Rs.3.30 crore.

5.4. After completion of relocation of tanneries of Kolkata to Calcutta Leather Complex, a scheme on environment restoration would be taken up by the State Government at the existing site of the tanneries in Kolkata. The scheme will be executed from the fund generated through collection of pollution fine (Rs.10000/- each from 610 tanneries) in terms of the direction of Hon'ble Supreme Court of India. The fund now stands at Rs.70 lakhs with accrual of interests.

5.5. The State Government is working on the Scheme for setting up an Industrial Estate Authority to look after the civic and other social infrastructure and needs at Calcutta Leather Complex. The constitution of the Authority is likely to be finalized soon.



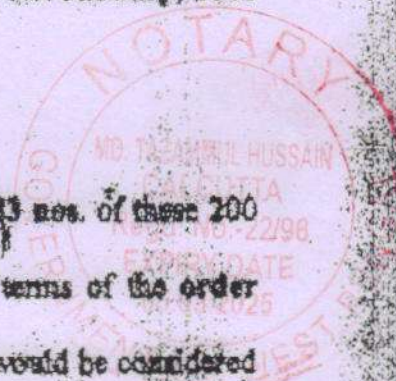
22nd STATUS REPORT.

This 22nd Status Report is submitted by the State of West Bengal before this Hon'ble Court in continuation of its earlier Status Reports. The State of West Bengal begs leave of this Hon'ble Court to submit the undermentioned facts and/or developments that have taken place in the implementation of Calcutta Leather Complex Project subsequent to its 21st Status Report dated the 12th November, 2002.

LAND AND LAND ALLOTMENT.

Out of 523 nos. of tanneries of Kolkata which paid full land cost for relocation to Calcutta Leather Complex, 323 nos. have been allotted land in Zones 1 to 8 of the Complex. These allotments of land were made to the tanneries between January, 2001 and February, 2002.

200 nos. of relocating tanneries are yet to be allotted land. 183 nos. of these 200 tanneries originally booked less than 400 sq. mtr. of land and in terms of the order dated.18.10.2000. of this Hon'ble Court these 183 nos. of tanneries would be considered for allotment of land at Calcutta Leather Complex if they form cooperative societies. 76 nos. of these 183 tanneries later purchased additional land to touch 400 sq. mtr. of land and have now become eligible to receive allotment of land. 70 nos. of these 183 tanneries have taken steps to form cooperative societies and 4 nos. have formed partnership firms. Thus, 149 tanneries along with 17 nos. of existing tanneries, who could not be



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allotted land at Calcutta Leather Complex earlier, have now become eligible to receive allotment of land.

There is at present, no available land in Zones 1 to 8 of Calcutta Leather Complex. The BOT Party has earmarked **Zone 9** for housing these tanneries and is now developing the required infrastructure in the said Zone. The BOT Party has stated that development of the required infrastructure in **Zone 9** of Calcutta Leather Complex would be completed by **end-January, 2003**. The land comprised in **Zone 9** will then be required to be made free from encumbrance, if any, by the BOT Party and the lease for the same be surrendered to the State Government. Only then, the State Government will be in a position to make allotment of land to these tanneries in **Zone 9** of Calcutta Leather Complex.

323 nos. of relocating tanneries, which were allotted land, have taken possession of land at Calcutta Leather Complex in the following manner:-

- (i) Number of tanneries taking possession of land in **Zone 1 in January, 2001**
- (ii) Number of tanneries taking possession of land in **Zones 2 to 5 during April, 2001 to July, 2001**
- (iii) Number of tanneries taking possession of land in **in Zone 5 in November, 2001**
- (iv) Number of tanneries taking possession of land in



— 23

— 56

Zones 6 to 8 during November, 2001 and December, 2001

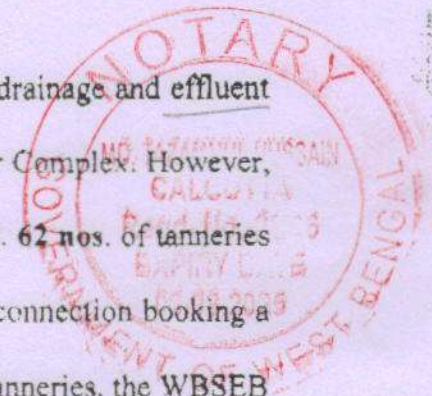
(v) Number of tanneries taking possession of land in — 6

Zones 7 and 8 in January, 2002 and February, 2002

174 nos. of relocating tanneries have sought approval of the State Government for execution of land lease. Approval has been accorded to 145 nos. of these tanneries. Nearly 40 nos. have taken actions for execution of lease deed out of which 6 nos. have already executed the lease deeds.

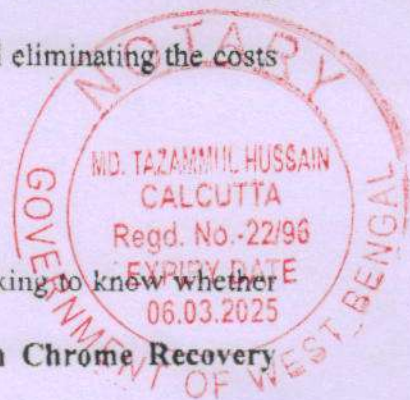
INFRASTRUCTURE DEVELOPMENT

Important infrastructure like road, electricity, water supply, drainage and effluent transportation system are ready in Zones 1 to 8 of Calcutta Leather Complex. However, at present only 10 MVA of power load is available for Zones 1 to 8. 62 nos. of tanneries have applied to the West Bengal State Electricity Board for power connection booking a power load of 6246 KVA. Considering the prompt response of the tanneries, the WBSEB anticipates that power load demand would soon exceed 10 MVA. The existing substations will be overloaded in that event. WBSEB has requested the BOT Party to complete the proposed 33 KV Substation within the middle of February, 2003 instead of end-March, 2003. WBSEB has also requested the BOT Party to complete simultaneously the allied jobs like drawing of 11 KV outgoing feeders, etc. A copy of WBSEB's letter dated.03.12.2002. addressed to the BOT Party is given at Annexure-I of this Status Report.



The State of West Bengal has already informed this Hon'ble Court that it has developed the first part of the **first phase of the first 2 (two) modules** (5 MLD capacity each) of Common Effluent Treatment Plant at Calcutta Leather Complex. The said infrastructure would be able to **provide preliminary facilities for treatment of tannery effluents**. The tanneries have also been advised to develop **pre-treatment facilities at their individual tanneries**. In consultation with the Ministry of Environment and Forests, Government of India, the State Government has also advised Kolkata Metropolitan Development Authority to prepare the plan and estimate for **another 2 modules** (5 MLD capacity each) of Common Effluent Treatment Plant at Calcutta Leather Complex. The Kolkata Metropolitan Development Authority has also been advised to seek the assistance of Central Leather Research Institute while preparing the said plan and estimate. The design of the first 2 modules of Common Effluent Treatment Plant, already under implementation, would more or less be followed after inserting changes brought in after tender formalities for the said modules and eliminating the costs of the common components.

The State of West Bengal has written to the BOT Party seeking to know whether the latter would construct the modules of **Continuous Common Chrome Recovery Plant** at Calcutta Leather Complex. The BOT Party has not yet responded. In order that tanneries do not face difficulties in treating chrome effluents, the State Government has requested the Central Leather Research Institute to prepare the plan and estimate for one module of Continuous Common Chrome Recovery Plant for Calcutta Leather Complex



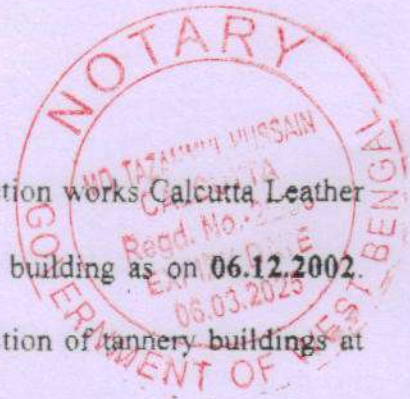
by **December, 2002**. **73** nos. of relocating tanneries have already conveyed their intention to join the Continuous Common Chrome Recovery Plant.

In consultation with the Ministry of Environment and Forests, Government of India, the State Government has also requested the Central Leather Research Institute to prepare the **revised plan and estimate for Solid Waste Management Network** for Calcutta Leather Complex. As a temporary measure, the State Government has requested the Kolkata Municipal Corporation to **allow and arrange for disposal of solid wastes**, to be generated at Calcutta Leather Complex, **at the latter's Solid Waste Disposal Ground**, which is located near the Complex, for the city of Kolkata.

TANNERY CONSTRUCTION ACTIVITIES.

209 nos. of relocating tanneries have started construction works **Calcutta Leather Complex** — out of which **58** nos. are constructing tannery building as on **06.12.2002**. More number of tanneries are initiating actions for construction of **tannery buildings** at Calcutta Leather Complex.

282 nos. of tanneries have so far applied to South 24 Parganas Zilla Parishad for sanction of building plans. **187** nos. of these tanneries have already received provisional sanction of their building plans. The remaining **95** nos. of building plan applications suffer from defects and are awaiting rectifications by the tanneries.

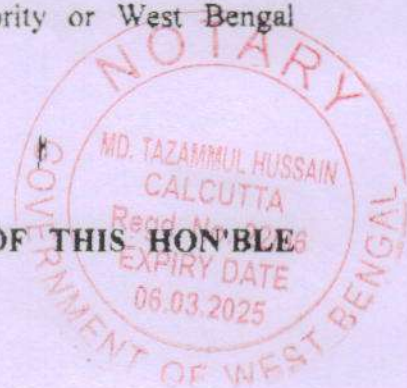


RELOCATION OF TANNERIES.

For helping the tanneries in their smooth relocation to Calcutta Leather Complex, the State Government has already taken the following steps:-

- (i) Additional buses are being placed at the existing routes on Kolkata-Basanti Road linking Kolkata with Calcutta Leather Complex.
- (ii) New bus routes are being arranged by granting temporary route permits for commuting between Kolkata and Calcutta Leather Complex.
- (iii) A primary health unit will be set up at the Complex at the earliest. The BOT Party has agreed to provide approximate 675 sq. mtr. of land to the State Government for the purpose.
- (iv) For managing the civic facilities at the Calcutta Leather Complex, the State Government has already initiated action for declaring the Complex as an Industrial Township and for constituting an 'Industrial Township Authority. Till such Authority can be constituted, the civic functions would be looked after by Kolkata Metropolitan Development Authority or West Bengal Industrial Infrastructure Development Corporation.

COMPLIANCE OF THE ORDER DATED 22.11.2002. OF THIS HON'BLE COURT



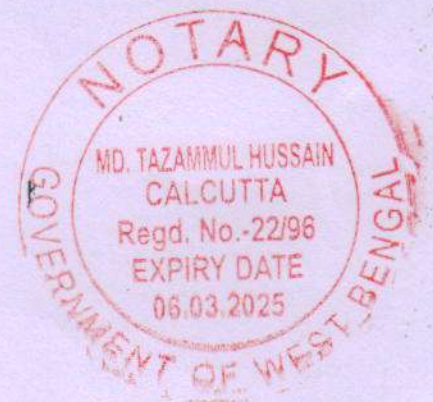
Immediately after the receipt of the order dated.22.11.2002. of this Hon'ble Court, the tanneries, located at Tangra, Topsia, Tiljala and Pagladanga areas of Kolkata, were

advised by the State Government to strictly comply with such directions in letter and in spirit. The police and the administration have also been directed to keep a strong watch over the situation and take necessary actions in terms of the directions of this Hon'ble Court against those tanneries which fail to comply with the order of this Hon'ble Court.

Dated the 11th December, 2002.

Romit Mutsuddi

(Romit Mutsuddi)
Joint Secretary
Commerce & Industries Department
Government of West Bengal.





Environment Audit Report
Ministry of Environment and Forests



Report of the
Comptroller and Auditor General of India
Union Government, Scientific Departments,
No. 17 of 2010-11

Environment Audit Report

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4.1 Non-achievement of objectives of Ecocity Programme

Central Pollution Control Board (CPCB) initiated the 'Ecocity Programme' at a total cost of ₹30 crore under the Tenth Five Year Plan for implementation in six cities which were selected for the first phase of the programme in view of their cultural/historical/heritage and tourism importance. Works undertaken under the programme remained incomplete in all selected six cities and ₹1.88 crore was lying unspent with State Pollution Control Boards for over seven years. Thus, the objectives of the programme which was to improve the environment and bring in visible results through implementation of identified environmental improvement projects in selected towns and cities were not achieved.

4.1.1 Introduction

Central Pollution Control Board (CPCB), a statutory organisation under the Ministry of Environment and Forests (MoEF), conceptualized an 'Ecocity programme', the overall objective of which was to improve the environment of selected cities and bring in visible results in environment through implementation of identified environmental improvement projects. The programme, in the long run, was expected to help create awareness and local dynamics for decreasing environmental burden/stress, improving living conditions and help in achieving sustainable development in the city through a comprehensive urban improvement system. CPCB initiated the 'Ecocity Programme' at a total cost of ₹30 crore under the Tenth Five Year Plan, for the period 2002-07.

Keeping in view the cultural/historical/heritage and tourism importance of the cities/towns, 12 cities/towns⁵⁸ were selected for implementation of the Ecocity programme, in the first phase. However, the programme was initiated in only six towns viz; Ujjain, Puri, Tirupati, Kottayam, Vrindavan and Thanjavur. More towns were to be covered later, based on the results from these towns.

(i) Implementation of the programme

The Ecocity programme was to be coordinated and executed by CPCB and was to be implemented by municipalities with local coordination and fund management by the respective State Pollution Control Boards (SPCBs).

(ii) Funding Pattern

Municipalities of the selected towns were to submit 'Detailed Project Reports (DPRs)' to CPCB which would place them before an Expert Committee for evaluation. Based on recommendations of the Expert Committee, CPCB would approve the proposal. Of the total cost of the project, CPCB was to contribute 50 per cent and the balance was to be borne by the municipality, either from its own funds or through financial institutions/any other means. The funds were to be released by CPCB to SPCBs who were required to release payments to the respective municipalities in four instalments.

⁵⁸ Mathura, Vrindavan (Uttar Pradesh), Ujjain (Madhya Pradesh), Puri (Orissa), Vapi (Gujarat), Thanjavur (Tamilnadu), Bharatpur (Rajasthan), Shillong (Meghalaya), Deogarh (Jharkhand), Rishikesh (Uttaranchal), Tirupati (Andhra Pradesh) and Kottayam (Kerala).

Detailed audit findings

It was observed in audit that works undertaken under the programme remained incomplete in all the six cities selected for the first phase of the programme. In Puri, no progress was made on three projects sanctioned and entire fund released was lying unspent with SPCB/Municipality for more than seven years. In Kottayam, both the projects identified and sanctioned remained incomplete and none of the activities identified later were implemented. In Ujjain, the projects being implemented remained incomplete. In Vrindavan, no project was implemented under the Ecocity programme and the entire fund sanctioned to the SPCB was lying unutilised with it for more than seven years. In Thanjavur, no projects were even started under the Ecocity programme and in Tirupati; only three out of six projects were implemented.

It was further observed in audit that CPCB did not take any action to revive any of the projects after August-September 2008, leaving the works undertaken under the programme incomplete. In addition, the second phase of the project was not initiated at all. Thus, the objectives of the programme to improve the environment through implementation of identified environmental improvement projects in towns and cities of cultural/historical/heritage and tourism importance were not achieved.

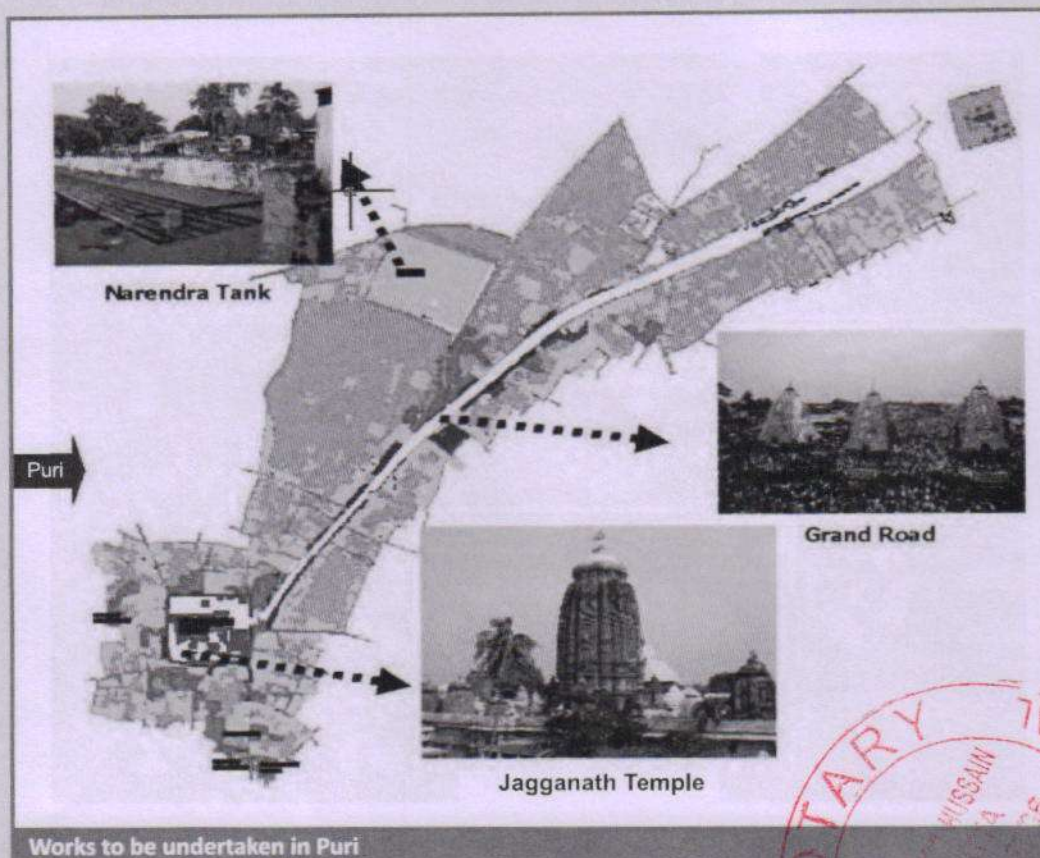
Detailed audit observations relating to the implementation of the Ecocity programme in all the six cities taken up in the first phase of the programme are discussed in the succeeding paragraphs.

4.1.2 Puri

CPCB, in April 2006, approved three projects namely, (1) Construction of cement concrete drain with cover slab along the roads around Jagannath Temple; (2) Improvement of drinking water point at hors gate near Jagannath Temple; and (3) Improvement of public toilet near Narendra tank with scheduled date of completion between August and December 2006. The total cost of these projects was ₹64 lakh with share of CPCB being ₹32 lakh. CPCB authorised Orissa SPCB to release the first installment to the municipality in June 2007. In this regard, it was observed in audit that:

- CPCB received the draft DPR in November 2003 which was not upto the mark and was, therefore, returned in December 2003 to the Puri municipality for modifications. The final revised DPR was received from Orissa SPCB only in June 2006 i.e., after a delay of more than two and half years. The reason for delay was attributed to the DPR not being as per the required procedure/format.
- Without receipt/approval of DPR, CPCB released ₹56 lakh as advance to Orissa SPCB in March 2003. CPCB authorised Orissa SPCB to release the first installment to the municipality in June 2007. Orissa SPCB released ₹9.62 lakh to Puri municipality only in February 2008, i.e., much after the targeted date of completion of August/December 2006. Reasons for delay were not made available by CPCB/Orissa SPCB.
- CPCB last reviewed the progress of the project in August 2008 wherein it was decided that Orissa SPCB would seek commitment from the Puri municipality for completion of sanctioned activities and that Orissa SPCB would identify more schemes⁵⁹ for inclusion under the Ecocity programme. In November 2008, Orissa SPCB sent a proposal for five schemes for approval from CPCB. However, CPCB did not make any further efforts to approve/implement these projects.
- No progress was reported under the programme till February 2010.

⁵⁹ Other than already identified under Jawaharlal Nehru National Urban Renewal Mission (JNNURM).



Thus, it can be concluded that CPCB hurriedly released ₹56 lakh (in March 2003) to Orissa SPCB without receipt/approval of DPR and firm commitment from the Puri municipality. As a result, Municipality did not execute the project seriously and the Ecocity programme failed to achieve its objectives. Moreover, the entire amount of funds released was lying unspent with Orissa SPCB/Municipality for more than seven years.

In February 2010, MoEF replied that there has not been any significant progress in case of Puri. It further stated that since this town was also covered under the JNNURM programme, the Ecocity programme for Puri was, therefore, being closed and the SPCB was being pursued to return the unspent amount along with accrued interest thereon. The reply was not acceptable in audit as these projects were scheduled for completion between August and December 2006, however even after a delay of more than three and half years, CPCB failed to get the project work executed by the municipality. Moreover, the reply was silent as to whether this particular incomplete work covered under ecocity programme has been included in the JNNURM programme.

4.1.3 Kottayam

In January 2005, after approval of the DPR, CPCB sanctioned two projects namely, rejuvenation of Mundar river and renovation of Kacherikadavu boat jetty canal for ₹1.29 crore with scheduled date of completion by March 2005. The total share of CPCB was ₹64.33 lakh. CPCB released ₹21.55 lakh as advance to Kerala SPCB in March 2003 and released the remaining amount between April 2006 and July 2007. Kerala SPCB in turn released ₹51.47 lakh to Kottayam municipality. In this regard, it was observed in audit that:

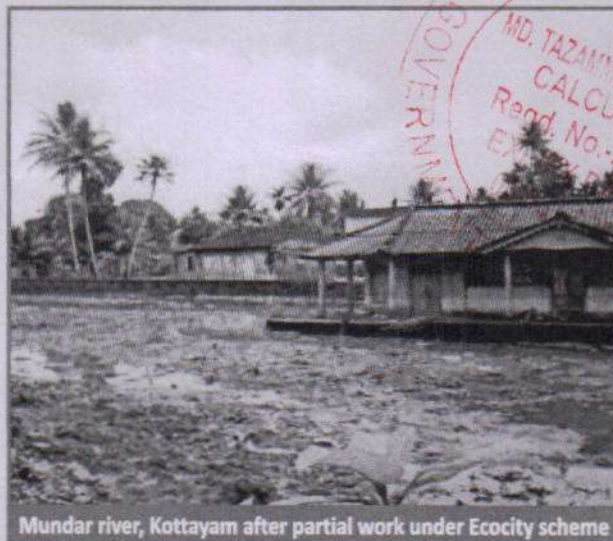


Boat Jetty, after partial renovation, Kottayam

- The first installment of ₹21.55 lakh was released by CPCB to Kerala SPCB without approval of the DPR by the Expert Committee.
- In January 2008, a physical verification of the project site carried out by the CPCB Zonal office, Bangalore indicated that the work relating to only one of the projects⁶⁰ was complete and the other project⁶¹ was partially complete. However, in December 2008, Kerala SPCB sent a revised proposal of ₹40.94 lakh for completing both the pending projects. This is indicative of the fact that both the projects were incomplete. CPCB took no action on the revised proposal.

As a result, both the projects identified under the Ecocity programme remained incomplete leading to wasteful expenditure of ₹51.47 lakh. In addition, ₹12.86 lakh was lying unutilised with Kerala SPCB for more than seven years.

In February 2010, MoEF replied that most of the schemes have been completed in Kottayam and that the matter is being followed up for completion of the rest of the schemes and furnishing of utilisation certificates for this town.



Mundar river, Kottayam after partial work under Ecocity scheme

⁶⁰ Kacherikadavu boat jetty canal.

⁶¹ Rejuvenation of Mundar river.

The reply of MoEF was not supported by the completion reports for the projects. In the absence of completion reports and utilisation certificates from the Kottayam municipality, it is not clear as to how MoEF satisfied itself about the completion of the projects.

4.1.4 Ujjain

CPCB released an advance of ₹67.42 lakh to Madhya Pradesh SPCB in March 2003 for implementing a project "Mahakal Core Area Development" at a total cost of ₹11.70 crore. In view of the upcoming Simhastha⁶² in 2004, the Ujjain Municipal Corporation (UMC) took up a sub-component "Excavation/Embankment of Rudrasagar" of the project on priority. The DPR for the said sub-component was approved by CPCB in May 2003 at a cost of ₹94.88 lakh, of which CPCB's share was ₹47.44 lakh. The project was to be completed by March 2004 which was extended to March 2005. In this regard, it was observed in audit that:



On going work at Rudrasagar, Ujjain

- In July 2004, UMC submitted audited utilisation certificate (UCs) for an amount of ₹63.21 lakh for the work done under the project. CPCB, in June 2004, requested Madhya Pradesh SPCB to verify the work but Madhya Pradesh SPCB, in the inspection conducted by it in July 2004, was not satisfied with the desiltation operation and was not in a position to verify the claim of UMC due to waste water entering the water body. Despite this, in January 2005, CPCB authorised Madhya Pradesh SPCB to release ₹14.23 lakh to UMC.
- In July 2005, Madhya Pradesh SPCB recommended that CPCB keep the Ecocity programme in abeyance due to unsatisfactory implementation of the earlier sanctioned projects.
- Two more review meetings were held in May 2007 and in August 2008 but the new schemes to be implemented with the unspent funds lying with Madhya Pradesh SPCB were yet to be identified. CPCB did not take any efforts to get the project re-started. No further progress was reported as of date.

⁶² Simhastha is a bathing festival of Ujjain and a dip in the river during the bathing festival is considered holy.

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Thus, the projects being implemented under the Ecocity programme remained incomplete and ₹73.58 lakh already spent on the project was rendered wasteful. Further, UMC had submitted UCs for work worth ₹63.21 lakh against the work claimed to be done (₹73.58 lakh). Thus, UC for work worth ₹10.37 lakh was still pending.

In February 2010, MoEF agreed that there has not been any significant progress in case of Ujjain. MoEF also stated that this town was also covered under the JNNURM programme. The Ecocity programme for this place is, therefore, being closed and SPCB is being pursued to return the unspent amount along with accrued interest thereon.

However, the reply was silent as to whether this particular incomplete work covered under ecocity programme has been included in the JNNURM programme. Thus, the Ecocity programme failed to get implemented in Ujjain even after seven years of release of funds.

4.1.5 Vrindavan

CPCB released an advance of ₹43 lakh to Uttar Pradesh SPCB in March 2003 for implementation of a project "Vrindavan Ecozone" at a total cost of ₹2.87 crore. The share of CPCB towards the project was ₹1.43 crore. MoU for implementation of the activities namely, (i) improvement of 2 km stretch from Kaliadaha Ghat to Kesi Ghat of parikrama path (ii) improvement of Banke bihari area in Vrindavan' and (iii) comprehensive improvement along the road connecting all major pilgrim/tourist and restoration/development of Gandhi Park identified under the programme was signed with Vrindavan Nagar Palika Parishad (VNPP) and Uttar Pradesh SPCB in August 2006. In this regard, it was observed in audit that:



Re-development of Parikrama Marg, Vrindavan



- None of the projects sanctioned under the Ecocity programme could be taken up for implementation because VNPP was not able to provide commitment for its share of 50 per cent funds as agreed in the MoU.
- In a review meeting held in August 2008, it was decided that in case there was no commitment for the matching funds for the project from VNPP or through any other agency, Uttar Pradesh SPCB should identify appropriate schemes to be taken up under the Ecocity programme within 40 days.
- No further progress was reported as of date and CPCB did not make any efforts to get new projects identified. In October 2007, it asked Uttar Pradesh SPCB for refund of the pending amounts which has not been returned so far (February 2010).

Thus, no project was implemented under the Ecocity programme and the entire amount (₹43 lakh) released to Uttar Pradesh SPCB was lying unutilised with it for more than seven years.

In February 2010, MoEF replied that there has been no progress under the project and that Uttar Pradesh SPCB has been asked to return the amount released along with accrued interest.

4.1.6 Thanjavur

In June 2006, the Expert Committee recommended the project "Renovation of four old tanks" for implementation. However, the administrative approval was accorded in March 2007 at an estimated cost of ₹76 lakh with CPCB's share of ₹38 lakh. In this regard, it was observed in audit that:

- Though the agreement for implementation was sent to Tamil Nadu SPCB in March 2007, the signed agreement was returned by Tamil Nadu SPCB to CPCB only in August 2008, i.e., after a delay of more than 17 months.
- Tamil Nadu SPCB had agreed to take only some parts of the project⁶³ at a total cost of ₹44 lakh. CPCB did not make any effort to sanction the works which Tamil Nadu SPCB had agreed to take up under the programme. As a result, no projects could be implemented till date under the Ecocity programme.

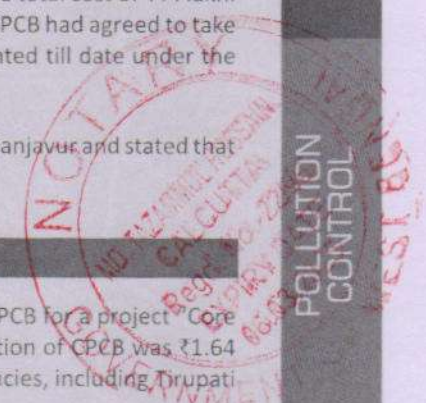
In February 2010, MoEF agreed that there has been no progress in the case of Thanjavur and stated that there had been no release of funds in this case.

4.1.7 Tirupati

In March 2003, CPCB released an advance of ₹49.35 lakh to Andhra Pradesh SPCB for a project "Core Area Development", the total cost of which was ₹8.07 crore and the contribution of CPCB was ₹1.64 crore. The balance amount of ₹6.43 crore was to be contributed by other agencies, including Tirupati Municipal Corporation (TMC). It was observed in audit that:

- CPCB sanctioned only three projects namely (i) Covering of storm water drains on the northern, southern & western side of the Govindarajaswamy temple, (ii) connecting Koneru to Narsimha Tirtha by pipeline to replenish water on permanent basis and (iii) Cleaning/ desilting of drains in the Core Area out of the fifteen projects submitted by TMC. The total cost of the three projects was ₹39.97 lakhs with CPCB's share of ₹19.99 lakhs.

⁶³ Renovation of only two tanks instead of four tanks.





Work relating to covering of storm water drains, Tirupati

- Andhra Pradesh SPCB sent three more proposals⁶⁴ for Tirupati at a cost of ₹4.78 crore. However, CPCB did not take any action to sanction these projects.
- In August 2008, Andhra Pradesh SPCB intimated that the three sanctioned projects were completed and the same was verified by CPCB's Zonal office.

Thus, only three out of six projects sanctioned under the Ecocity programme were carried out for Tirupati, that too after a delay of four years.

It was further observed in audit that no action had been taken by CPCB after August-September 2008 on the Ecocity project, leaving the works undertaken under the programme incomplete in all the six cities. This resulted in non-achievement of the objectives for which the programme was initiated. In addition, the second phase of the project, which was to be built on the successes of the first phase, was not yet initiated.

In February 2010, MoEF replied that most of the schemes have been completed in Tirupati and that the matter was being followed up for completion of the rest of the schemes and furnishing of utilisation certificates for this town. The fact remained that work was done in only one out of six cities under the Ecocity programme and that too, partially.

4.1.8 General audit findings

In addition to the specific city-wise audit observations discussed above, there were some common deficiencies observed in Ecocity programme implementation which are discussed below:

- **Unspent balance not refunded:** CPCB released ₹2.79 crore to SPCBs against which SPCBs released ₹92 lakh to municipalities. The unspent balance of ₹1.88 crore was lying with SPCBs. CPCB did not approach SPCBs for refund of the unspent funds lying with them since March 2003. In February 2010, MoEF replied that the matter of refund was being pursued by CPCB

⁶⁴ (i) construction of Public toilets at appropriate locations, public drinking water facilities etc., (ii) covering of drains and (iii) multi-storied parking facility.

- **Interest accrued by the SPCBs not disclosed:** As per MoUs, SPCBs were to keep a record of the interest accrued on the budget releases by CPCB and same was to be provided to CPCB while submitting request for release of subsequent installments. The interest accrued was to be adjusted while releasing subsequent installments to SPCBs. It was observed in audit that only two SPCBs, Kottayam and Puri had disclosed the accrued interest earned on payments released to them and that too only once in a span of the seven year duration. In February 2010, MoEF replied that all the SPCBs involved in the project have a separate account for this project. The refund of the unspent amount will therefore include interest accrued in their accounts. The reply is not acceptable as three SPCBs namely, Vrindavan, Ujjain and Tirupati had not intimated the actual accrued interest earned by them to CPCB.
- **Commitment from the municipalities not taken:** It was observed that CPCB did not take firm commitment from municipalities regarding contribution of matching fund. As a result, in the case of the cities of Puri and Vrindavan, work could not be started till date as there was no commitment from the municipalities for the matching fund. In February, 2010, MoEF replied that the award and implementation of the project was based on the tripartite agreement, which is a binding instrument and involves commitment for all parties including municipalities. The reply is not acceptable as CPCB did not include any penalty clause in the agreement which can be invoked in the event of default.
- **Delay in implementation of the projects:** On an average, the duration of the projects sanctioned by CPCB was for six months. However, there were delays of almost four years in implementation of these projects and they continued to be implemented without any sanction for extension by CPCB. Accepting the facts, in February 2010, MoEF replied that these are operational issues and CPCB has been directed to frame revised guidelines to address these issues.

4.1.9 Conclusion

The overall objective of the Ecocity programme was to improve the environment of cities having cultural/historical/heritage and tourism importance and bring in visible results through implementation of identified environmental improvement projects in these towns and cities.

It was observed in audit that no commitment was taken from municipalities regarding contribution of matching fund and works undertaken under the programme remained incomplete in all selected six cities. Moreover, ₹1.88 crore was lying unspent with SPCBs for over seven years.

In February 2010, MoEF replied that CPCB has been asked to recast the entire Ecocity programme in order to dovetail the environmental concerns with municipal functions and budget to ensure participative and pragmatic planning as well as to take care of shortcomings in the implementation of the scheme.

Recommendation - 27

CPCB/MoEF may strengthen the project implementation mechanism and its control/monitoring mechanism before the second phase of the programme is launched, so that it can effectively achieve the objectives set out for the Ecocity programme and improve facilities for tourists/pilgrims.

4.2 Non-achievement of objectives of control of pollution caused by leather tanneries

National River Conservation Directorate (NRCD) sanctioned interest-free loan of ₹67.72 crore to Government of West Bengal for construction of a Common Effluent Treatment Plant at Bantala, about 20 km south-east of Kolkata. The project was originally targeted for completion by November 1997 but could not be completed as of June 2010. NRCD has sanctioned only four out of seven components under the project as yet. Delay of more than 12 years in completion of the project adversely impacted the objective of ensuring safe disposal of toxic industrial effluents and solid waste from tanneries, causing immense environmental damage and health risks.

4.2.1 Introduction

Hon'ble Supreme Court of India, in a public interest litigation case, ordered in April 1995 that 538 tanneries located in three clusters in Kolkata and generating about 30 million litres per day (mld) of effluents be shifted from the city to a leather complex and a Common Effluent Treatment Plant (CETP) be provided to treat the effluent generated from the proposed leather complex. Accordingly, the Government of West Bengal (GWB) decided to relocate the tanneries in a 1100 acre integrated leather complex, Calcutta Leather Complex (CLC) at Bantala, about 20 km south-east of Kolkata. In May 1995, National River Conservation Directorate (NRCD) received a proposal from GWB in this regard. The Cabinet Committee on Economic Affairs (CCEA), in its meeting held in October 1995, approved the proposal to set up 30 mld CETP in Calcutta Leather Complex. Accordingly, in November 1995, NRCD issued administrative approval for setting up of CETP, indicating that the expenditure sanction would be issued after the Detailed Project Report (DPR) was approved. Out of the total estimated project cost of ₹65 crore, the share of NRCD was ₹32.50 crore and balance of ₹32.50 crore was to be contributed by GWB. GWB decided to implement the project on Build, Operate and Transfer (BOT) basis and an agency was identified for implementation. The share of Central Government was in the form of interest free loan to GWB. The project was to be completed by November 1997.

However, it was observed that the estimated project cost of ₹65 crore did not include the cost estimates of Effluent Transportation System (ETS), Common Chrome Recovery System (CCRS), Safe Solid Waste Disposal System (SSWDS) and Treated Effluent Sump and Pumping station (TESPS) which were integral parts of the CETP network and the working of the CETP was incomplete without these components. Only in November 2007, CCEA approved the revised proposal for the CETP with seven components at a revised cost of ₹135.44 crore with NRCD's share being ₹67.22 crore. The scheduled date of completion of the project was March 2010. The overall project envisaged construction of : (i) module 1 and 2 of CETP: 2 CETPs of 5 mld capacity each, (ii) module 3 and 4 of CETP: 2 CETPs of 5 mld capacity each, (iii) module 5 and 6: 2 CETPs of 5 mld capacity each, (iv) Effluent Transportation System, (v) Common Chrome Recovery System, (vi) Safe Solid Waste Disposal System, and (vii) Treated Effluent Sump and Pumping station.

NRCD released ₹42.24 crore to GWB against which an expenditure of ₹39.52 crore was incurred on the project as on 31 March 2009. In July 2005, CLC had started partial operations with completion of four modules of CETP. However, as of February 2010, the Common Chrome Recovery System, Safe Solid Waste Disposal System, and Treated Effluent Sump and Pumping Station are yet to be completed even after 15 years of the decision of the Supreme Court.

The audit findings with respect to the implementation of the project are given below:

4.2.2 Delay in implementation

The entire project was envisaged to be completed by March 2010 as per revised EFC (original completion date was November 1997). The current status of implementation of seven components approved by CCEA under the project is summarised in table below:

Table - 16

Status of implementation of seven components		
Sl. No.	Name of the component	Remarks
1.	CETP Modules 1 & 2 (5 mld capacity each)	Completed after a delay of nine months
2.	CETP Modules 3 & 4 (5 mld capacity each)	Completed
3.	CETP Modules 5 & 6 (5 mld capacity each)	Not sanctioned
4.	Effluent Transportation System (ETS)	Completed after a delay of two years
5.	Common Chrome Recovery System (CCRS)	Completed
6.	Safe Solid Waste Disposal System (SSWDS)	Not sanctioned
7.	Treated Effluent Sump and Pumping Station (TESPS)	Not sanctioned

Thus, even after delay of more than 12 years, NRCD could sanction only four out of seven components under the project and the project remained incomplete as of June 2010.

4.2.3 Irregular release of interest-free loan from Grants-in-Aid head

According to Government Accounting Rules 1990, provision for the release of grants-in-aid and loans to State/Union Territory Governments under Central Plan Schemes and Centrally-sponsored Plan Schemes should be made in the Union Budget under the major heads '3601/3602-Grants-in-aid to State/Union Territory Governments' and '7601/7602 Loans and Advances to State/Union Territory Governments' respectively. However, it was noticed in audit that NRCD did not make any budgetary provisions for sanctioning the loan under the project. Instead, during 2001-09, NRCD released interest free loan of ₹42.24 crore to GWB from its Grants-in-Aid head. This was in violation of provisions of Government Accounting Rules 1990. In July 2009, NRCD replied that subsequent to the signing of loan agreement, the account under the loan head would be created and funds released so far would be adjusted as loan amount accordingly. The reply was not acceptable as all these provisions were to be complied with before releasing the loan.

4.2.4 Loan agreement not signed

According to Rule 219 of General Financial Rules, 2005 (GFRs), all sanctions to loans should specify the terms and conditions of loan including repayment terms. However, it was noticed that NRCD was yet to finalise the terms and conditions for repayment of loan and sign the loan agreement. In July 2009, NRCD replied that the draft loan agreement had not been submitted by GWB despite repeated requests. As such, further funds would not be released till the loan agreement was signed. In Audit's opinion such formalities should have been completed before release of funds.

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Further, NRCDC stated in November 2009 that GWB had signed an agreement with CLC Tanners Association in May 2005 whereby the tanners were to return the cost of construction of the CETP. It was, however, noticed that the Association was now reluctant to pay back the construction cost and was requesting that the loan be converted to a grant, raising the prospect of GWB not returning the loan to NRCDC. In Audit's opinion such request of CLC Tanners Association should not be entertained as it will go against the 'polluters pay principal'.

4.2.5 Improper monitoring by NRCDC

As per the terms and conditions of the sanction, the progress of the project would be reviewed from time to time by the Steering Committee (SC) headed by Secretary, MoEF. The SC had to meet at least once in three months. However, it was noticed in audit that the SC was not meeting regularly and during 2002-2009 only six meetings of SC were held. Further, four components of the project namely (i) CETP Modules 1 & 2, (ii) CETP Modules 3 & 4, (iii) ETS and (iv) CCRS were completed but NRCDC was yet to receive formal completion report from GWB. Moreover, NRCDC had also not carried out any evaluation of these components as required under the approved guidelines.

4.2.6 Idling and improper maintenance of equipment

In April 2008, Deputy Director, NRCDC visited the site of CETP at Calcutta Leather Complex for monitoring and observed that:

- i. Most of the industries were not doing proper pre-treatment which had led to the choking of ETS at some locations. Few tanneries were not discharging into the ETS and were bypassing it by releasing untreated effluents which had contaminated the water in the storm water drains.
- ii. The CCRS costing ₹5.96 crore had not started its operations even though the same had been constructed more than two years back.
- iii. CLC Tanners Association, the agency managing the operations of CETP, had not employed technical persons with adequate qualification and experience. As a result, CETP was not functioning properly creating a situation where disposal of the untreated/ partially treated wastewater might create further environmental pollution in CLC.



Defunct aerator tank



- iv. CLC Tanners Association had been illegally depositing the sludge on the land earmarked for CETP Modules 5 & 6.
- v. The temporary hazardous wastes storage sites created within CETP had completely filled up and further storage facility was not available. Further, no activity had been initiated on the site earmarked for disposal of hazardous solid wastes of the CLC.
- vi. The filter presses in the CETP Modules 3 and 4 were not in working condition. Also, most of the filter presses in CETP Modules 1 & 2 were not working.



Defunct filter press

In May 2008, NRCD requested GWB to follow up with the agencies concerned so that the performance of CLC was improved and all mandatory environmental norms were complied with. However, GWB was yet to intimate the follow up actions taken by it and NRCD had also not reminded GWB to expedite the same. NRCD replied in November 2009 that GWB had been repeatedly reminded for improving the performance of the components already commissioned.

4.2.7 Environmental impacts of non-achievement of objectives

It was observed that only 15 mld waste water was reaching the CETP from around 250 tanneries operating in CLC. Few tanneries were not discharging effluent into ETS and a major portion of the effluent was either percolating to the ground water or creating cesspools in CLC and not reaching the designated disposal point, since there was no proper final disposal point for the treated effluent from CETP.

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 EXPIRY DATE 05.03.2025
 GOVERNMENT OF WEST BENGAL
 POLLUTION CONTROL



Effluents flowing along the boundary of CETP

Further, MoEF, Eastern Regional Office, Bhubaneswar observed the following in February 2009:

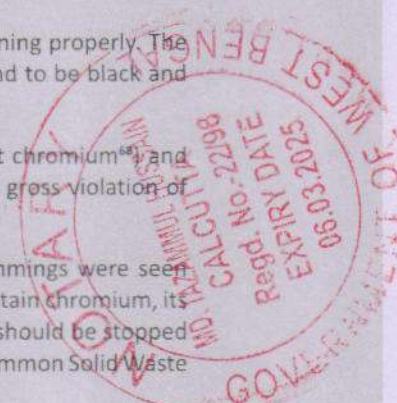
- The aerator tank, primary and secondary clarifiers were found not functioning properly. The colour of final discharge of treated effluent into the main course was found to be black and spreading bad odour.
- Analysis report revealed that levels of TSS⁶⁵, COD⁶⁶, BOD⁶⁷, Cr⁶⁺ (hexavalent chromium⁶⁸), and total chromium were much higher than the prescribed limits and were in gross violation of norms.
- Saving dust (end cuts of finished leather products), flesh linings and trimmings were seen dumped on the roadside. Since, saving dust, flesh linings and trimmings contain chromium, its dumping would pollute the surface water and therefore, further dumping should be stopped and all the dumped materials should also be removed immediately to the Common Solid Waste Disposal Facility.
- The solid wastes were chromium bearing residue and sludge, which might also leach and contaminate the ground water and create water pollution.
- Some of the individual tanneries were releasing plant effluents in the open area outside their boundary, instead of discharging into common drains set up for the purpose, from where effluents were sent to CETP.

⁶⁵ Total Suspended Solids

⁶⁶ Chemical Oxygen Demand

⁶⁷ Biological Oxygen Demand

⁶⁸ Hexavalent chromium is recognized as a human carcinogen.

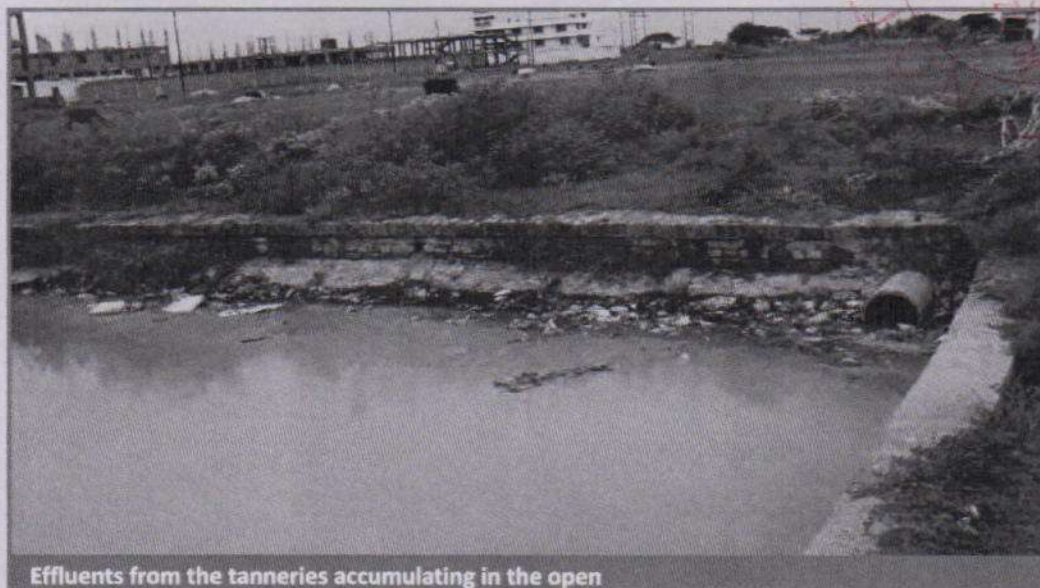




Savings dust being dumped at roadside

Also, as per the report of Central Pollution Control Board, Zonal Office, Kolkata (visit to CLC in January 2009), the following environment impacts were reported:

- Analytical results show that the performance of CETP is not proper and yet to be stabilised.
- Two fixed chromium recovery units were not in use and the total chromium concentration of about 25mg per kg of ETP sludge was a matter of serious concern.



Effluents from the tanneries accumulating in the open

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4.2.8 Conclusion

Thus, the project failed to achieve its stated objective of ensuring safe disposal of industrial effluents and solid waste from tanneries, causing immense damage to the environment. The project still remained incomplete even after more than 12 years of the original scheduled date of completion. Further, the possibility of recovery of interest free loan of ₹42.24 crore released to the Government of West Bengal is also doubtful.

Recommendation - 28

MoEF may monitor execution of the project more closely to ensure its speedy completion and achievement of planned objectives in a time bound manner. The sanction of remaining components may be expedited after ensuring that the technologies adopted for them is not obsolete. MoEF may involve its state units to provide continuous feedback on actual usage of infrastructure by the tanneries situated in CLC and insist on imposing heavy penalties/closure of tanneries in case the tanneries do not route their effluents through ETS and CETP so that the damage to the environment is minimised and it serves as a deterrent to not only tanneries situated in CLC but also at other places.

