



පාර්ලිමේන්තු විවාද

(හැන්සාඩ්)

නිල වාර්තාව

(අශෝධිත පිටපත)

අන්තර්ගත ප්‍රධාන කරුණු

නිවේදන :

පාර්ලිමේන්තුවේ රැස්වීමේ
කථානායකතුමාගේ සහතිකය

ප්‍රශ්නවලට වාචික පිළිතුරු

ත්‍රිකුණාමල තෙල් වැංකි සමූහය සංවර්ධනය කිරීමේ ව්‍යාපෘතිය : කර්මාන්ත

හා විද්‍යා කටයුතු ඇමතිතුමාගේ ප්‍රකාශය

ශ්‍රී ලංකා මුද්‍රණ ආයතනය පනත් කෙටුම්පත :

දෙවන වර සහ තුන්වන වර කියවා සංශෝධිතාකාරයෙන් සම්මත කරන ලදී

මුද්‍රණ (සංශෝධිත) පනත් කෙටුම්පත :

දෙවන වර සහ තුන්වන වර කියවා සම්මත කරන ලදී

දේශීය ආදායම් පනත : යෝජනාව

නීති අධ්‍යාපන සභා ආඥාපනත : රීතිය

ශ්‍රී ලංකා තේ මණ්ඩල පනත : නියෝග

ශ්‍රී ලංකා සම්භාණ්ඩ සංයුක්ත මණ්ඩලය : වාර්ෂික වාර්තාව

ජාතික කඩදාසි සංස්ථාව : වාර්ෂික වාර්තාව

කල් තැබීමේ යෝජනාව

පරිශීලනය



දැරි ලක්මිවරය

(විකෘත)

ලෙවර් 98

(ලෙවර් කවි)

පුරුක අධ්‍යයන ලෙවරය

ලෙවරයක සඳහා (විකෘත) පුරුක
 98 කවි කවි සඳහා සඳහා වන ලෙවරය සඳහා වන ලෙවරය
 ලෙවරය : ලෙවරයක සඳහා වන ලෙවරය
 ලෙවරය : ලෙවරයක සඳහා වන ලෙවරය
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 ලෙවරය : ලෙවරයක සඳහා වන ලෙවරය
 ලෙවරය : ලෙවරයක සඳහා වන ලෙවරය
 ලෙවරය : ලෙවරයක සඳහා වන ලෙවරය

ලෙවරය : ලෙවරයක සඳහා වන ලෙවරය
 ලෙවරය : ලෙවරයක සඳහා වන ලෙවරය
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 ලෙවරය : ලෙවරයක සඳහා වන ලෙවරය
 ලෙවරය : ලෙවරයක සඳහා වන ලෙවරය
 ලෙවරය : ලෙවරයක සඳහා වන ලෙවරය

பாராளுமன்ற விவாதங்கள்

(ஹன்சார்ட்)

அதிகார அறிக்கை

(மீழை திருத்தப்படாதது)

பிரதான உள்வட்டக்கம்

அறிவிப்புகள் :

பாராளுமன்ற அமர்வு

சபாநாயகரது சான்றிதழ்

வினாக்களுக்கு வாய்ப்புல விடைகள்

திருகோணமலை உருள் கோட்டைப் பண்ணை அபிவிருத்தித்திட்டம் :
கைத்தொழில், விஞ்ஞான அலுவல்கள் அமைச்சரது அறிக்கை

இலங்கை அச்சத்தொழில் நிறுவகம் சட்டமூலம் :

இரண்டாம் மூன்றாம் மதிப்புக்களிடம்பெற்று திருத்தப்பட்ட
வாறு நிறைவேற்றப்பட்டது.

நிதி (திருத்தம்) சட்டமூலம் :

இரண்டாம் மூன்றாம் மதிப்புக்களிடம்பெற்று நிறைவேற்றப்
பட்டது

உள்தாட்டு இறைவரிச் சட்டம் : தீர்மானம்

சட்டக் கல்விப் பேரவை கட்டளைச்சட்டம் : விதி

இலங்கைத் தேயிலைச்சபைச் சட்டம் : ஒழுங்குவிதிகள்

இலங்கை தோல்பொருள் தூட்டுத்தாபனம் : ஆண்டறிக்கை

தேசிய கடதாசிக் கூட்டுத்தாபனம் : ஆண்டறிக்கை

ஒத்திவைப்புப் பிரேரணை

அநுபந்தம்

Volume 28

No. 11

Thursday

5th April 1984

PARLIAMENTARY DEBATES

(HANSARD)

OFFICIAL REPORT

(Uncorrected)

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Speaker's Certificate

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TRINCOMALEE TANK FARM DEVELOPMENT PROJECT :
STATEMENT BY MINISTER OF INDUSTRIES AND
SCIENTIFIC AFFAIRS

SRI LANKA INSTITUTE OF PRINTING BILL :

Read a Second, and the Third time, and passed as amended

2-A 076131-2,750 (84/04)

FINANCE (AMENDMENT) BILL :

Read a Second, and the Third time, and passed

INLAND REVENUE ACT : RESOLUTION

COUNCIL OF LEGAL EDUCATION ORDINANCE : RULE

SRI LANKA TEA BOARD LAW : REGULATIONS

CEYLON LEATHER PRODUCTS CORPORATION :
ANNUAL REPORT

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පාර්ලිමේන්තුවේ විවාද

(හසර්)

අධ්‍යක්ෂ ජනරාල්

(සභාවේ විකුණුවන දිනය)

විකුණුවන දිනය

අධ්‍යක්ෂ ජනරාල් (සභාවේ විකුණුවන දිනය)

විකුණුවන දිනය සඳහා විකුණුවන දිනය

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විකුණුවන දිනය

විකුණුවන දිනය

විකුණුවන දිනය

විකුණුවන දිනය

විකුණුවන දිනය

විකුණුවන දිනය සඳහා විකුණුවන දිනය

විකුණුවන දිනය සඳහා විකුණුවන දිනය

විකුණුවන දිනය සඳහා විකුණුවන දිනය

විකුණුවන දිනය

PARLIAMENTARY DEBATES

(HANSARD)

OFFICIAL REPORT

(Uncorrected)

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FINANCE (AMENDMENT) BILL
Read a Second, and the Third time, and passed

INLAND REVENUE ACT : RESOLUTION

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ANNOUNCEMENTS

Meeting of Parliament

Speaker's Certificate

ORAL ANSWERS TO QUESTIONS

TRINOMALEE TANK FARM DEVELOPMENT PROJECT

STATEMENT BY MINISTER OF INDUSTRIES AND

SCIENTIFIC AFFAIRS

SRI LANKA INSTITUTE OF PRINTING BILL

Read a Second, and the Third time, and passed as amended

பார்லிமேன்තුව
பாராளுமன்றம்
PARLIAMENT

1984 ஏப்ரல் 5 වන වුහස්වතින්ද
Thursday, 5th April 1984
வியாழக்கிழமை, 5 ஏப்ரில் 1984

ஈ. வா. 3 ல் பார்லிமேன்තුව ௩வ் விட. தியேர்சு கப்தாயகரது (தோதன்
வேர்சரன் துதன) துலாசனாருடி விட.

பாராளுமன்றம் ௩. ப. 3 மணிக்குக் கூடியது. பிரதிச் சபாநாயகர்
அவர்கள் (திரு. நோமன் வைத்யரத்ன) தலைமை வகித்தார்கள்.

The Parliament met at 3 p.m. MR. DEPUTY SPEAKER
(MR. NORMAN WAIDYARATNA) in the Chair.

திவிடீதன
அறிவிப்புகள்

ANNOUNCEMENTS

பார்லிமேன்තුව ௩வ் விட
பாராளுமன்ற அமர்வு

SITTING OF THE PARLIAMENT

தியேர்சு கப்தாயகரது
(பிரதிச் சபாநாயகர் அவர்கள்)
(Mr. Deputy Speaker)

The Committee on Parliamentary Business at its meeting held on Tuesday the 3rd instant agreed to adjourn Parliament at 6.00 p.m. on Thursday the 5th instant to enable Hon. Members to attend a Religious Ceremony in connection with the Opening of the first Government Secretariat—"Sethsiripaya" at Sri Jayawardenepura Kotte, Battaramulla.

In terms of the above decision the adjournment motion will be moved at 5.00 p.m. today to enable Members to raise adjournment questions.

II

கப்தாயகரதுதோதன் துதன
சபாநாயகரது சான்றிதழ்
SPEAKER'S CERTIFICATE

தியேர்சு கப்தாயகரது
(பிரதிச் சபாநாயகர் அவர்கள்)
(Mr. Deputy Speaker)

I wish to announce that I have, under the provisions of Article 79 of the Constitution of the Democratic Socialist Republic of Sri Lanka, endorsed the Certificate on the following Bill on April 4, 1984 :

National Dangerous Drugs Control Board

பிடுதனவன லுட வர்சன
சமர்ப்பிக்கப்பட்ட அறிக்கைகள்
REPORTS PRESENTED

பொல்கஹலை வர்சுன் லொடெ டிவிதீய (டிவிதீயன தீர்மே) பனன்
கெடுதீபன

பொல்கஹலை பெளத்த இனோசுர் சுழகம் (கூட்டினோத்தல்)
சட்டமூலம்

POLGAHAWELA YOUNG MEN'S BUDDHIST
ASSOCIATION
(INCORPORATION) BILL

புதி. வின்தன்டு பெரேரா துதன (பார்லிமேன்තவு கடுதுது து துதி
சுடுதீதீதன துத துதன்டு பார்லிமேன் துடுதன துடுதீயனது)

(திரு. எம். வின்தன்டு பெரேரா — பாராளுமன்ற அலுவல்கள்,
வினோயுடுதீதுதன அமைச்சரும் பிரதம அரசாங்கக் கொறுடாவும்)

(Mr. M. Vincent Perera—Minister of Parliamentary Affairs &
Sports and Chief Government Whip)

On behalf of the Chairman of Standing Committee "A" I present the report of Standing Committee "A" on the Polgahawela Young Men's Buddhist Association (Incorporation) Bill together with the Minutes of the proceedings.

REPORT

The Committee have considered the Polgahawela Young Men's Buddhist Association (Incorporation) Bill and have agreed to it without amendment.

பனன் கெடுதீபன "பு" டுடுதீய காரக துடுதீய விதின வர்சன கரன் லுட பரீடீ 1984
ஏபுரல் 6 வன திஹுரட டுடுதன வலுது லுடுதீ.

சட்டமூலம், தீவின்துருடு "அ" இனூல் அறிக்கை செய்யப்பட்ட
வாறு 1984 ஏபுரில் 6, வெவ்வின்தீதுதன பரிசீலிக்கப்படவிருக்குதுது.

Bill, as reported by Standing Committee "A", to considered upon
Friday, 6th April 1984.

சுடு லுடுதீய பீடு பிடு துடுதன (டிவிதீயன தீர்மே) பனன் கெடுதீபன
இலங்கை உயிரினவிதீயல் தீறுவகம் (கூட்டினோத்தல்) சட்டமூலம்
INSTITUTE OF BIOLOGY, SRI LANKA (INCORPORATION)
BILL

புதி. வின்தன்டு பெரேரா துதன
(திரு. எம். வின்தன்டு பெரேரா)
(Mr. M. Vincent Perera)

On behalf of the Chairman of Standing Committee "A", I present the report of Standing Committee "A" on the Institute of Biology, Sri Lanka (Incorporation) Bill together with the Minutes of the proceedings.

REPORT

The Committee have considered the Institute of Biology, Sri Lanka (Incorporation) Bill and have agreed to it without amendment.

பனன் கெடுதீபன "பு" டுடுதீய காரக துடுதீய விதின வர்சன கரன் லுட பரீடீ 1984
ஏபுரல் 6 வன திஹுரட டுடுதன வலுது லுடுதீ.

சட்டமூலம், தீவின்துருடு "அ" இனூல் அறிக்கை செய்யப்பட்ட
வாறு 1984 ஏபுரில் 6, வெவ்வின்தீதுதன பரிசீலிக்கப்படவிருக்குதுது.

Bill, as reported by Standing Committee "A", to considered upon
Friday, 6th April 1984.

ලංකා හෝටල් පාසලේ උපාධිධරයන්ගේ සංගමය (සංස්ථාගත කිරීමේ) පනත් කෙටුම්පත
 இலங்கை ஹட்டல் கல்லூரிப் பட்டதாரிகள் கழகம் (கூட்டிணைத்தல்) சட்டமூலம்

CEYLON HOTEL SCHOOL GRADUATES ASSOCIATION (INCORPORATION) BILL

එම්. වින්සන්ට් පෙරේරා මහතා
 (திரு. எம். வின்சன்ட் பெரேரா)
 (Mr. M. Vincent Perera)

On behalf of the Chairman of Standing Committee "A", I present the report of Standing Committee "A" on the Ceylon Hotel School Graduates Association (Incorporation) Bill together with the Minutes of the Proceedings.

REPORT

The Committee have considered the Ceylon Hotel School Graduates Association, (Incorporation) Bill and have agreed to it without amendment.

පනත් කෙටුම්පත "ඒ" ස්ථාවර කාරක සභාව විසින් වාර්තා කරන ලද පරිදි 1984 අප්‍රේල් 6 වන සිකුරාදා සලකා බලනු ලැබේ.

சட்டமூலம், நிலைக்குழு "அ" இனால் அறிக்கை செய்யப்பட்ட வாயு 1984, ஏப்ரல் 6, வெள்ளிக்கிழமை பரிசீலிக்கப்படவிருக்கிறது.

Bill as reported by Standing Committee "A", to considered upon Friday, 6th April, 1984.

ශ්‍රී ලංකා ක්‍රිස්තියානි සංගමය (සංස්ථාගත කිරීමේ) පනත් කෙටුම්පත
 இலங்கைக் கிறிஸ்தவக் கூட்டமை (கூட்டிணைத்தல்) சட்டமூலம்

CHRISTIAN ASSEMBLY OF SRI LANKA (INCORPORATION) BILL

එම්. වින්සන්ට් පෙරේරා මහතා
 (திரு. எம். வின்சன்ட் பெரேரா)
 (Mr. M. Vincent Perera)

On behalf of the Chairman of Standing Committee "A", I present the report of Standing Committee "A" on the Christian Assembly of Sri Lanka (Incorporation) Bill together with the Minutes of the Proceedings.

REPORT

The Committee have considered the Christian Assembly of Sri Lanka (Incorporation) Bill and have agreed to it without amendment.

පනත් කෙටුම්පත "ඒ" ස්ථාවර කාරක සභාව විසින් වාර්තා කරන ලද පරිදි 1984 අප්‍රේල් 6 වන සිකුරාදා සලකා බලනු ලැබේ.

சட்டமூலம், நிலைக்குழு "அ" இனால் அறிக்கை செய்யப்பட்ட வாயு 1984, ஏப்ரல் 6, வெள்ளிக்கிழமை பரிசீலிக்கப்படவிருக்கிறது.

Bill, as reported by Standing Committee "A", to be considered upon Friday, 6th April, 1984.

47 (5) වන ස්ථාවර නියෝගය යටතේ පිළිගත්වන ලද වාර්තා

நிலைக்கட்டளை இல. 47(5) இன்படி சமர்ப்பிக்கப் பட்ட அறிக்கைகள்

REPORTS PRESENTED UNDER STANDING ORDER No. 47 (5)

සුභුල සුභසාධක සංගමය (සංස්ථාගත කිරීමේ) පනත් කෙටුම්පත

பதுளை சுபசாதக சங்கமய (கூட்டிணைத்தல்) சட்டமூலம்
 BADULLA SUBHASADHAKA SANGAMAYA (INCORPORATION) BILL

Report on the Bill intituled "An Act to incorporate The Badulia Subhasadhaka Sangamaya".-(Mr. N. H. A. M. Karunaratne, Minister of Social Services)

පනත් කෙටුම්පත 1984 අප්‍රේල් 6 වන සිකුරාදා දෙවන වර කියවිය යුතුයයි නියෝග කරන ලදී.

சட்டமூலம், 1984, ஏப்ரல் 6, வெள்ளிக்கிழமை, இரண்டாம்முறை படிப்பிடப்படக் கட்டளையிடப்பட்டது.

Bill ordered to be read a Second time upon Friday, 6th April, 1984.

සුභිත සුභසාධක සංගමය (සංස්ථාගත කිරීමේ) පනත් කෙටුම්පත
 சுக்ஷித்த சுபசாதக சங்கமய (கூட்டிணைத்தல்) சட்டமூலம்

SUKHITHA SUBASADHAKA SANGAMAYA (INCORPORATION) BILL

Report on the Bill intituled "An Act to incorporate The Sukhitha Subasadhaka Sangamaya".-(Mr. N. H. A. M. Karunaratne, Minister of Social Services)

පනත් කෙටුම්පත 1984 අප්‍රේල් 6 වන සිකුරාදා දෙවන වර කියවිය යුතුයයි නියෝග කරන ලදී.

சட்டமூலம், 1984 ஏப்ரல் 6, வெள்ளிக்கிழமை இரண்டாம் முறை படிப்பிடப்படக் கட்டளையிடப்பட்டது.

Bill ordered to be read a Second time upon Friday, 6th April, 1984.

බ්ලොමන්ඩල් සංවර්ධන සමිතිය (සංස්ථාගත කිරීමේ) පනත් කෙටුම්පත
 புளொமன்டால் அபிவிருத்திச் சபை (கூட்டிணைத்தல்) சட்டமூலம்

BLOEMENDHAL DEVELOPMENT SOCIETY (INCORPORATION) BILL

Report on the Bill intituled "An Act to incorporate The Bloemendhal Development Society".-(Mr. N. H. A. M. Karunaratne, Minister of Social Services.)

පනත් කෙටුම්පත 1984 අප්‍රේල් 6 වන සිකුරාදා දෙවන වර කියවිය යුතුයයි නියෝග කරන ලදී.

சட்டமூலம், 1984, ஏப்ரல் 6, வெள்ளிக்கிழமை இரண்டாம் முறை மதிப்பிடப்படக் கட்டளையிடப்பட்டது.

Bill ordered to be read a Second time upon Friday, 6th April, 1984.

ප්‍රශ්නවලට වාචික පිළිතුරු

විனාශකරණය වූ වායුමුල විකේන්ද්‍රණ

ORAL ANSWERS TO QUESTIONS

රුකියා කඩවත් මත රුකියා දීම, ගාලු දිස්ත්‍රික්කය
 தொழில் அட்டைமீது தொழில் பெற்றோர், காலி மாவட்டம்
JOB CARD RECRUITMENTS, GALLE DISTRICT

123/83

1. ආචාර්ය ඩබ්ලිව්. දහනායක මහතා (ගාලු)
 (கலாநிதி டபிள்யூ. தஹநாயக்க — காலி)
 (Dr. W. Dahanayake-Galle)

සැලසුම් ක්‍රියාත්මක කිරීම පිළිබඳ තීරණ ඇමතිතුමාගෙන් ඇසූ ප්‍රශ්නය :

- (අ) ගාලු දිස්ත්‍රික්කයේ එක් එක් මැතිවරණ කොට්ඨාශයෙන් ලියාපදිංචිවූවන් ගෙන් කී දෙනෙකුට මේ දක්වා රුකියා දී තිබේද ?
- (ආ) ඒ අයට රුකියා ලබා දී ඇති ආයතන හෝ දෙපාර්තමේන්තු මොනවාද ?
- (ඇ) ගාලු දිස්ත්‍රික්කයේ රුකියා කඩවත් මත දිය යුතු රුකියා වෙන් දිස්ත්‍රික්කවල රුකියා කඩවත් දරන්නන්ට ලබා දී ඇත්තේ මන්ද ?

நிட்டச் செயற்படுத்தப் பிரதி அமைச்சரைக் கேட்ட வினா :

- (අ) இந்நிறைவரை காலி மாவட்டத்திலுள்ள ஒவ்வொரு தொகுதியிலும் பதிவு செய்த எத்தனை பேருக்குத் தொழில் வழங்கப்பட்டுள்ளது ?
- (ஆ) இவர்களுக்கு எந்த நிறுவனங்களில் அல்லது நினைக்க களங்களில் தொழில் வழங்கப்பட்டுள்ளது ?
- (இ) தொழில் அட்டை மீது தொழில் வழங்குகையில் வேறு மாவட்டங்களைச் சேர்ந்த தொழில் அட்டை வைத்திருப்போருக்கு ஏன் காலி மாவட்டத்தில் தொழில் வழங்கப்பட்டுள்ளது ?

asked the Deputy Minister of Plan Implementation :

- (a) How many registrants have been given jobs in each of the electorates in the Galle District up to date ?
- (b) What are the institutions or departments to which they have been given jobs ?
- (c) Why were jobs given on the Job Card in the Galle District to Job Card holders in other Districts ?

ඩී. ඩී. වෙලගෙරා මහතා (සැලසුම් ක්‍රියාත්මක කිරීමේ තීරණ ඇමතිතුමා)
 (திரு. டி. வி. வெலகெதா — அமைப்புத்திட்டச் செயற்படுத்தல் பிரதி அமைச்சர்)

(Mr. D. B. Welagedera Deputy Minister of Plan Implementation)

As it is a long Answer, may I be permitted to table it ?

තීරණය කටයුතු
 (பிரதிச் சபாநாயகர் அவர்கள்)
 (Mr. Deputy Speaker)

Yes, the Answer may be tabled.

සහමේය මත තවම ලද පිළිතුර :
 சபாபீடத்தில் வைக்கப்பட்ட விடை :
 Answer tabled :

(a) Balapitiya	- 442
Ambalangoda	- 548
Karadeniya	- 483
Bentara Elpitiya	- 560
Hiniduma	- 523
Baddegama	- 389
Ratgama	- 529
Galle	- 440
Akmeemana	- 440
Habaraduwa	- 346

(b) As given below :

1. Rubber Control Department
2. State Trading (General) Corporation
3. Postal Department
4. Railway Department
5. Registrar General's Department
6. Small Industries Department
7. Auditor General's Department
8. Mahaweli Development Board
9. Cement Corporation
10. Government Factory
11. Education Ministry
12. Petroleum Corporation of Ceylon
13. Sri Lanka Broadcasting Corporation
14. National Science Council of Sri Lanka
15. State Timber Corporation
16. National Savings Bank
17. Milk Powder Packing Factory
18. Colombo Commercial Company
19. National Youth Services Council
20. National Housing Development Authority
21. Department of Agrarian Services
22. National Apprenticeship Board
23. Ceylon Institute of Science & Industrial Research
24. Ministry of State
25. Ceylon Electricity Board
26. Tea Small Holdings Development Authority
27. Sri Lanka State Engineering Corporation
28. Ministry of Health
29. Ceylon Transport Board
30. Civil Aviation Department
31. C.W.E.
32. State Gem Corporation
33. Water Supply & Drainage
34. District Ministry
35. Surveyor-General's Department
36. Ministry of Justice
37. Prisons Headquarters
38. Department of Highways
39. Local Government Service Department
40. People's Bank
41. Judicial Services Commission
42. Department of Buildings
43. National Library Service Board
44. Office of Village Councils
45. Ministry of Higher Education
46. Ministry of Fisheries
47. Sri Lanka State Trading (Textiles) Corporation
48. Ceylon Oils & Fats Corporation
49. Ministry of Energy & Highways
50. Sri Lanka Army Headquarters
51. Central Engineering Consultancy Bureau
52. Paddy Marketing Board
53. Department of Immigration & Emigration
54. National Institute of Business Management

[සී. ඩී. වෙලගෙරු මහතා]

- 55. State Distilleries Corporation
- 56. Irrigation Department
- 57. National Milk Board
- 58. United Motors
- 59. Ceylon Fishery Harbour Corporation
- 60. Colombo District (Low Lying Area) Reclamation & Development Board
- 61. State Plantation Corporation
- 62. State Fertilizer Manufacturing Corporation
- 63. Sri Lanka Steel Corporation
- 64. Department of Customs
- 65. Kachcheries
- 66. Price Control Department
- 67. Mahaweli Development Authority
- 68. Colombo South Regional Transport Board
- 69. Mineral Sands Corporation
- 70. Department of Internal Trade
- 71. Sugar Corporation
- 72. Sri Jayawardanepura University
- 73. Bureau of Ceylon Standards
- 74. Animal Production and Health Department
- 75. Coconut Development Board
- 76. Educational Services Commission
- 77. Pharmaceuticals Corporation of Sri Lanka
- 78. Sri Lanka Tyre Corporation
- 79. National Paper Corporation
- 80. Department of Government Supplies
- 81. Sri Lanka Tea Board
- 82. District Labour Offices
- 83. Office of Superintendent of Health Services
- 84. Divisional Superintendent of Post Offices
- 85. Plywood Corporation of Sri Lanka
- 86. Government Veterinary Surgeon's Office
- 87. Anti T. B. Campaign Head Office
- 88. Pale Crepe Factory
- 89. National Insurance Corporation
- 90. Ministry of Foreign Affairs
- 91. Magistrate Court
- 92. Archaeological Department
- 93. Land, Land Development & Mahaweli Development Ministry
- 94. Anti Filariasis Campaign
- 95. Powerloom Centre
- 96. Family Court, Colombo
- 97. Sri Lanka Air Force
- 98. University of Colombo
- 99. Ruhunu University
- 100. Ministry of Trade & Shipping
- 101. State Development Bank
- 102. Agrarian Research & Training Institute
- 103. Co-operative Development Commission
- 104. Sri Lanka Ports Authority
- 105. Rural Development Department
- 106. Central Bank of Ceylon
- 107. Machinery & Equipment Department
- 108. Ministry of Public Administration
- 109. Food Department
- 110. Co-operative Development Department
- 111. Colombo North Region Transport Board
- 112. Census & Statistics Department
- 113. Labour Department
- 114. Elections Department
- 115. Commodity Purchase Department
- 116. Katubedde University
- 117. Land Development Department
- 118. Department of Marketing & Export Promotion of Handicrafts
- 119. Ministry of Social Services

- 120. Police Department
- 121. Coconut Cultivation Board
- 122. Open University
- 123. Department of Commerce
- 124. Bank of Ceylon
- 125. Department of Probation and Child Care Services
- 126. Urban Development Authority
- 127. Forest Department
- 128. Janatha Estate Development Board
- 129. Motor Traffic Department
- 130. Ministry of Plan Implementation

(c) No such instance has been reported so far.

නියෝජ්‍ය කථානායකතුමා
(பிரதிச் சபாநாயகர் அவர்கள்)
(Mr. Deputy Speaker)

Question No. 2.

කේ. ඩබ්ලිව්. දෙවනායගම් මහතා (සවදේශ කටයුතු පිළිබඳ ඇමතිතුමා)
(திரு. கே. டபிள்யூ. தேவநாயகம் — உள்நாட்டலுவல்கள் அமைச்சர்)
(Mr. K. W. Devanayagam - Minister of Home Affairs)

I ask for one month's time to answer the Question.

ප්‍රශ්නය මතු දිනකදී ඉදිරිපත් කිරීමට නියෝග කරන ලදී.
வினாவுக்கு மற்ருறு நினத்திற்குச் சமர்ப்பிக்கக் கட்டளையிடப்பட்டது.

Question ordered to stand down.

කුලියට ගත් ගොඩනැගිලිවල ඇති රජයේ සහ සංස්ථා කාර්යාල
அரசாங்க, கூட்டுத்தாபன அலுவலகங்கள், வாடகைக் கட்டடங்கள
களிலுள்ளவை

GOVERNMENT AND CORPORATION OFFICES IN RENTED PREMISES

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3. ආචාර්ය ඩබ්ලිව්. දහනායක මහතා
(கலாநிதி டபிள்யூ. தஹநாயக்க)
(Dr. W. Dahanayake)

සවදේශ කටයුතු පිළිබඳ ඇමතිතුමාගෙන් ඇසූ ප්‍රශ්නය :

රජයට අයත් නොවන ගොඩනැගිලිවල පිහිටා ඇති ගාලු දිස්ත්‍රික්කයේ
සියලු රජයේ සහ සංස්ථා කාර්යාලද ඒ එක් එක් ගොඩනැගිලිවල සඳහා ගෙවන
කුලියද දැක්වෙන ලැයිස්තුවක් එතුමා ඉදිරිපත් කරන්නේද?

உள்நாட்டலுவல்கள் அமைச்சரைக் கேட்ட வினா :
காலி மாவட்டத்தில் அரசாங்கத்துக்குச் சொந்தமில்லாத
கட்டடங்களில் இரங்குகின்ற சகல அரசாங்க அலுவலகங்
களினதும் கூட்டுத்தாபன அலுவலகங்களினதும் நிலை அளவை
ஒவ்வொன்றும் செலுத்தும் வாடகையுடன் அவர் சமர்ப்பிப்
பதார?

asked the Minister of Home Affairs :

(a) Will he give a list of all Government and Corporation Offices in the Galle District which are in buildings not belonging to the Government, with the amount of rental in each case?

කේ. ඩබ්ලිව්. දෙවනායගම් මහතා
(திரு. கே. டபிள்யூ. தேவநாயகம்)
(Mr. K. W. Devanayagam)

It is a very long answer. I am tabling the answer.

සහමය මත තවත් ලද පිළිතුර :
 ප්‍රාථමික වශයෙන් නොසලකා හැරීමට :
 Answer tabled :

Department	Name of institution/ Private address	Rent fee for a month Rs. cts.
SCHEDULE		
01. Divisional Local Government Assistant Commissioners Office	Pitigala-Welihena Sub Office Ratgama-Sub Office Nagoda-Mapalagama Sub Office Neluwa Sub Office Divisional Local Government Assistant Commissioners Office-Town Hall building, Galle	100.00 100.00 125.00 100.00 3000.00
02. Highways Department	Executive Engineer, Hiniduma Mr. K. G. Weerasinghe, Samanpaya Poddiwela-Mattaka Mrs. J. T. Jayasekera, Bandowita, Nagoda Executive Engineer's Office-Elpitiya Mrs. G. S. Jayatunga, Pitigala, Elpitiya Executive Engineer, Hikkaduwa, Goonapinuwala site Sri Nagika Thero, Sri Neegrodarama Maha Vihara, Goonapinuwala Polwatta Site-Secretary Agrarian Services Committee, Ambalangoda Balapitiya site-Galwehera Amaraghana Thero, Welegedara, Balapitiya Batapola site-Mr. H. H. Ariyasena de Silva, 162/2, Main Street, Balapitiya	60.00 150.00 250.00 80.00 60.00 60.00 75.00
03. Office of the Superintendent of Health Services-Galle	Office of the Medical Officer of Health, Induruwa M.O.H. Office-Unawatuna Central Dispensary-Ahangama Dispensary Branch-Kataluwa Dispensary Branch-Talpe Central Dispensary-Aluthanayamgoda Medical Officers Quarters-Aluthanayamgoda Medical Officers Quarters-Ahangama Dispensary Branch-Titagalla Dispensary Branch-Godahena Dispensary Branch-Aluthwala	100.00 65.00 35.00 30.00 25.00 50.00 150.00 50.00 15.00 18.00 50.00
04. Office of the Superintendent of Health Services-Galle	Dispensary Branch-Nindana Dispensary Branch-Godahena Dispensary Branch-Hapugala Dispensary Branch-Keembiya Dispensary Branch-Pahala Omattha Dispensary Branch-Bodimaluwa Dispensary Branch-Attiligoda Dispensary Branch-Alekaka Central Dispensary-Hipankande Central Dispensary-Kahaduwa Dispensary Branch-Agaliya Dispensary Branch-Atkandura	22.50 18.00 15.00 7.50 22.50 10.00 40.00 22.50 50.00 75.00 12.00 30.00

Department	Name of institution/ Private address	Rent fee for a month Rs. cts.
	Central Dispensary-Oyata	125.00
	Alpitigala Dispensary-Branch	7.50
	Medical Officer Quarters-Oyata	70.00
	Dispensary Branch-Mattaka	20.00
	Medical Officer Quarters-Yakkalamulla	45.00
	Dispensary Branch-Hiyane	15.00
	Dispensary Branch-Kottewa	15.00
	Pennangoda Dispensary Branch	20.00
	Central Dispensary, Dellawa	75.00
05. Divisional Office Inland Revenue-Galle	Klan House-Fort Galle	1,375.00
06. Divisional Postal Superintendent's Office, Galle	Post Office-Ahangama	200.00
	Post Office-Akmeemana	100.00
	Post Office-Baddegama	250.00
	Post Office-Balapitiya	500.00
	Post Office-Batapola	225.00
	Post Office-Bentota	562.50
	Post Office-Dodanduwa	100.00
	Post Office-Gintota	225.00
	Post Office-Habaraduwa	230.00
	Post Office-Hikkaduwa	150.00
	Post Office - Imaduwa	175.00
	Post Office - Kahaduwa	150.00
	Post Office - Karadeniya	250.00
	Post Office - Rathgama	170.00
	Post Office - Udugama	268.75
	Post Office - Uragasmanhandiya	350.00
	Post Office - Watugedara	206.25
	Post Office - Wanduramba	343.75
	Post Office - Yakkalamulla	437.50
	Divisional Postal Superintendent's Office	812.50
	Post Office - Poddala	218.75
	Post Office - Gonnapiuwala	550.00
	Post Office - Pitigala	900.00
	Post Office - Kosgoda	450.00
07. Telecommunication Engineers Divisional Engineering Office-Galle.	Telecommunication Engineering Superintendent (Southern Region) Mr. A. N. N. Nagahawatta, Southerns Jewellery Shop, Prince St., Colombo	1,400.00
08. Public Verterinary Surgeon's Office, Ambalangoda		100.00
09. District Labour Office, Galle	No. 11, Rampart St., Galle	925.00
	E.P.F. Officer Galle, No. 9, Rampart St., Galle	750.00
	Dress Making Training Centre, Balapitiya (Mobile)	60.00
	Dress Making Training Centre (Mobile) Ambalangoda, Watugala, Baddegama	50.00
	Ambalangoda Mason Training Centre (Mobile) Ginimellagaha	60.00
	Karadeniya Mason Training Centre (Mobile) Kahaduwa.	49.50
	Bentara-Elpitiya Mason Training Centre (Mobile) Gomate	45.00
	Hiniduma Dress Making Training Cente (Mobile) Habarakada Tawalama	125.00
	Hinigama Mason Training Centre (Mobile) Pannangala	30.00

<i>Department</i>	<i>Name of institution/ Private address</i>	<i>Rent fee for a month Rs. cts.</i>
	Baddegama Dress Making Training Centre (Mobile) Wanduramba	80.00
	Baddegama Carpentry Training Centre (Mobile) Udugama	100.00
	Rathgama Carpentry Training Centre (Mobile) Kuleegoda	45.00
	Rathgama Dress Making Training Centre (Mobile) Sarvodaya Centre Bataganwila	Rent not approved
	Akmeemana Mason Training Centre (Mobile) Uluwitike	49.50
	Akmeemana Dress Making Training Centre (Mobile) Anangoda	49.50
	Habaraduwa Dress Making Training Centre No. 1 (Mobile) Dikkumbura	47.50
	Habarana Dress Making Training Centre No. 2 (Mobile) Kataluwa	40.00
	Habaraduwa Juky Training Centre (Mobile) Habaraduwa M.P.C. Society	100.00
10. Kachcheri-Galle	Small Industries Division, Urala Carpentry School, Co-operative Society of the Textile Weavers in Galle District	50.00
11. Agrarian Services Office, Galle	Municipal Council, Town Hall, Galle Agrarian Services Centre-Baddegama	6,000.00 300.00
12. District Fishery Extension Office, Galle	Galle Fisheries Corporation Galle Fisheries Office, Fishery Harbour Co-operation Galle Fresh Water Fisheries Extension Centre, Galle, Fishery Harbour Corporation, Galle Fisheries Office-Ambalangoda-Ambalangoda Fishermens' Co-operative Society Fisheries Office-Paraliya, Mr. Gamini Padmasiri, Kirulagahawela, Meetiyyagoda Fisheries Office, Hikkaduwa, National Housing Development Authority, Galle Fisheries Office-Habaraduwa Proper Authority Development Council Sub Office, Kataluwa.	1,400.00 775.00 1,000.00 60.00 125.00 50.00 30.00
13. Divisional Office, National Housing, Galle.	Wakwella Road, Galle Rent Board Office-Galle Municipal Building	10,332.00 1,300.00
14. Assistant Commissioner's Office-Probation and Child Care Services, Galle.	Probation Office Randombe, Amblangoda	250.00
15. Police Office, Galle	Police Office, Alpitiya, Mrs. G. Gnanawathie de Silva, Talawa-Elpitiya Police Office-Hikkaduwa Mr. N. D. Alwis and Mr. N. D. Francis Champa Stores, Maitipe, Galle. Police Office, Rathgama Mr. Y. Sadohamy, 'Sirimedura' No. 425, Ambalangoda Police Quarters-Bachelors Mr. Y. Edaris Silva, Devenigoda, Rathgama	225.00 165.00 250.00 60.00

Department	Name of institution/ Private address	Rent fee for a month Rs. cts.
	Police Station, Ahangama Mr. N. L. Edwin Alwis, Munidasa Mawatha, Ahangama	250.00
	Police Station, Habaraduwa Mr. B. Yasawathie de Silva, Dalawella, Unawatuna	59.08
	Bachelor Quarters-Yakkalamulla Police Station, Mr. M. Nagahawatta, 'Siriwasa', Yakkalamulla	125.00
	Poddala Police Office Mrs. P. A. Ariyawathie, Kurunduwatta, Poddala	150.00
	Hiniduma Police Office and Bachelor Quarters, Mr. L. A. W. Karunaratne, Ampagoda, Hiniduma	200.00
	Hiniduma Police Ground, Mr. W. W. Karunaratne, Janawalauwa, Hiniduma.	20.00
	Nagoda Police Station, Mr. S. Pandita, No. 380, Serpentine Rd., Colombo 8.	150.00
	Nagoda Police Stores and Parade Ground Mr. Upasena Jayasinghe, Nagoda	90.00
	Pitigala Police Office, Mr. P. C. de Silva, Kandegoda, Ambalangoda	250.00
	Meetiyyagoda Police Officer Mr. C. M. M. S. N. de Silva, 'Suramya', Meetiyyagoda	375.00
	Police Station Kosgoda and Bachelor Quarters Mr. D. Vincent Perera Kudagodagama, Kosgoda	1,070.00
	Bentota Police Office and Quarters Building, National Holiday Resort, Bentota.	576.00
	Ahungalla Police Station, Mr. N. Arnolis de Silva, Vijayarama Road, Balapitiya	250.00
16. Co-operative Sub Commissioner's Office, Galle		1,000
17. Assistant Agricultural Office, Galle	Agricultural Extension Centre, Baddegama	50.00
	Total	45,758.58

<i>Corporation</i>	<i>Name of institution/ Private address</i>	<i>Rent fee for a month Rs. cts.</i>
01. Sri Lanka State Plantation Corporation	No. 26, Mosque St., Fort-Galle Mr. S. S. J. Gunasekera, 7, Melbon Street, Bambalapitiya, Colombo 4	3,500.00
02. C.W.E. Retail Stores, 148/150, Main Street, Galle	Mr. Stanly Fernando, 370, Wakwella Road, Kolegana, Galle	2,000.00
03. C.W.E. Retail Stores, Baddegama	Mr. H. D. Y. Gunasekera, No. 5, Wando Street, Fort, Galle.	450.00
04. C.W.E. Retail Stores, Yatalamatta	Mrs. K. H. A. P. Somalata, Sriya Sevana, Yatalamatta	150.00
05. C.W.E. Retail Stores, Karandeniya	Mr. I. D. S. Fernando, No. 314, Hirimbura Road, Dangedara, Galle	200.00
06. Lanka Fisheries Corporation, Baddegama Fish Stall, 154, Kumme, Baddegama	Mr. D. N. Abeysekera, Baddegama	150.00
Elpitiya Fish Stall, Pitigala Road, Elpitiya	General Manager, M.P.C.S. Elpitiya	150.00
07. Lanka Ceramics Corporation, Sales Centre, Main Street, Ambalangoda	Mrs. P. A. Wansawathie de Silva, Ambalangoda	300.00

<i>Corporation/Authority/Board</i>	<i>Name of institution/ Private address</i>	<i>Rent fee for a month Rs. cts.</i>
01. Divisional Sub District Engineer's Office, Car Garage, Town Hall, Galle	Ceylon Electricity Board, Municipal Council, Galle	3,000.00
02. Divisional Electrical Engineer, (Electricity Board) Car Garage, Town Hall, Galle.	Municipal Council, Galle	22.50
03. Galle Electrical Foreman (Electricity Board), Clans Home, No. 24, Church Street, Fort, Galle	Clans Spens & Co., Ltd. No. 24, Church Street, Fort, Galle	575.00
04. Manager's Office, Southern Region (Electricity Board) 105C, Matara Road, Galle	Mr. P. R. N. Nimalaratne, No. 178, Richmond Hill Road, Galle	1,500.00
05. Electrical Engineer, Galle Office (Electricity Board), Town Hall, Galle	Municipal Commissioner, Municipal Council, Galle	3,022.50
06. Electrical Engineer, Ambalangoda (Electricity Board) Wiligoda, Ambalangoda	General Manager, Textile Weavers Co-operative Society Ltd., Wiligoda, Ambalangoda	1,250.00
07. Electrical Superintendent's Depot, (Electricity Board), Gonapeenuwala	Mr. K. H. W. O. de Silva, Lunuwaya, Hikkaduwa	300.00
08. Electrical Superintendent's Depot (Electricity Board), Imaduwa	Mr. D. B. Meegoda, Taksala Hotel, Kalutara	100.00
09. Coconut Cultivating Board, 1/1/1050, Old Matara Road, Pettigalawatte, Galle	Mr. G. R. N. Nimalaratne, 178, Richmond Hill, Galle	1,500.00
10. National Youth Council, Clans House, Fort Galle	Mr. A. B. Rodrigo, Clerk Spence Co., Fort-Galle	1,800.00
11. Tea Small Holdings Development Authority, Divisional Office, No. 2, Gamini Mawatha, Galle.	Mr. C. S. Abeysekera, Colombo Road, Mahamodera, Galle	21,250.00
12. Tea Small Holdings Development Authority, Co-operative Building, Hiniduma	General Manager, M.P.C.S., Tawalama	200.00

Corporation/Authority/Board	Name of institution/ Private address	Rent fee for a month Rs. cts.
13. Tea Small Holdings Development Authority, Manure Stores, Waturawila, Kahaduwa	Mr. B. T. Sugathadasa, Galduwa, Rekadahena, Kahaduwa	200.00
14. National Housing Development Authority	Mr. C. S. Abeysekera, 273, Colombo Road, Galle	18,091.00
15. District Land Reform Board, Town Hall, Upstairs, Galle	Municipal Council, Galle	2,000.00
16. Paddy Marketing Board, Galle	Rice Sales Centre, Municipal Council, Galle	300.00
Total		62,011.00

එල්. ඩී. රුසන් මහත්මිය : ජාතික ඉතිරි කිරීමේ බැංකු පාස්පොත
 නිලධාරීන් ගේ. ආ. ප්‍රශ්න : தேசிய சேமிப்பு வங்கிப்பற்று வரவேறு
**MRS. L. D. ROOSEN : NATIONAL SAVINGS BANK PASS
 BOOK**

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4. ආචාර්ය ඩබ්ලිව්. දහනායක මහතා
 (කොළඹ විශ්වවිද්‍යාලය, තහනායක)
 (Dr. W. Dahanayake)

තැපැල් හා විදුලි සංදේශ ඇමතිතුමාගෙන් ඇසූ ප්‍රශ්නය :

(අ) ජාතික ඉතිරි කිරීමේ බැංකුවේ අංක 043689 දරන පාස්පොත
 හෝ එහි අනුපිටපතක් එකී පාස්පොතේ අයිතිකාරිය වන පහල
 ලේල්ලුවදුරුම පාරේ, කොකාවල, එල්. ඩී. රුසන් මහත්මිය වෙත
 යවන්නේද ?

(ආ) නොයවන්නේ නම්, ඒ මන්ද ?

තපාල්, තනතුරු පොරොන්දු වාර්තා අමාත්‍යවරයාට යොමු
 කිරීම :

(අ) தேசிய சேமிப்பு வங்கியின் ஜே 043689 இலக்கப்
 பற்று வரவேட்டை அல்லது அதன் பிரதியை அதன்
 உரிமையாளரும் பகலவில்லல், வந்துரம்ப வீதியில்
 உள்ள கோக்காவல் வாசியூரான திருமதி எஸ். டி.
 ரூசனுக்கு அனுப்பிவைக்கும்படி பணிப்பாரா ?

(ஆ) இல்லையெனில், ஏன் ?

asked the Minister of Posts and Telecommunications :

(a) Will he please order that the Pass Book J
 043689, of the National Savings Bank, or a
 duplicate thereof, be forwarded to its owner
 Mrs. L. D. Roosen, of Kokawala, Wanduramba
 Road, Pahala Lelwala ?

(b) If not why ?

ඩී. බී. විජේතුංග මහතා (තැපැල් හා විදුලි සංදේශ ඇමතිතුමා)
 (திரு. டி. பி. விஜேதுங்க — தபால், தந்திப் போக்குவரத்து அமைச்சர்)
 (Mr. D. B. Wijetunga—Minister of Posts & Telecommunications)

සිහි මග හැරීමෙන් පසුව එල්. ඩී. රුසන් මහත්මියගේ අංක 043689
 දරන පාස්පොත ඇගේ ආරක්ෂාව සඳහා ජාතික ඉතිරි කිරීමේ බැංකුව විසින්
 සුරක්ෂිතව තබා ඇති බැවින් මේ ගැන ක්‍රියා කළ යුත්තේ එම බැංකුවයි.
 එබැවින් මේ ප්‍රශ්නය යොමු කළයුත්තේ මුදල් හා කුම සම්පාදන කටයුතු
 පිළිබඳ ගරු ඇමතිතුමා වෙතය.

ඩබ්ලිව්. ඩබ්ලිව්. ඩී. තේමිස් සිංහෝ මහතා : තැවත රැකියාවෙහි පිහිටුවීම
 திரு. டபிள்யூ. டபிள்யூ. டி. தேமிஸ் சிங்கோ : மீண்டும்
 தொழிலிலமர்ந்தல்

MR. W. W. D. THEMIS SINGHO : REINSTATEMENT

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5. ලක්ෂ්මන් ජයකොඩි මහතා (අත්තනගල්ල)
 (திரு. லக்ஷ்மன் ஜயக்கொடி — அத்தனாகல்லை)
 (Mr. Lakshman Jayakody—Attanagalla)

තැපැල් හා විදුලි සංදේශ ඇමතිතුමාගෙන් ඇසූ ප්‍රශ්නය :

(අ) කළුතර ප්‍රාදේශීය තැපැල් අධිකාරී කාර්යාලයට අයත් තැඹිල්ල
 ජනපදයේ උප තැපැල් ස්ථානවලට ඩබ්ලිව්.ඩබ්ලිව්. ඩී.
 තේමිස්සිංහෝ මහතාට තැවත රැකියාව ලබාදෙන ලෙස තැපැල් සහ
 විදුලි සංදේශ අමාත්‍යාංශයේ ලේකම් විසින් 1982.02.05 දින කළුතර
 තැපැල් අධිකාරීවරයාට දැනුම් දී ඇති බව එතුමා දන්නවාද ?

(ආ) ඔහුට අද වනතුරු රැකියාව ලබා දී තැබී බව එතුමා දන්නවාද ?

(ඇ) (i) තැපැල් සහ විදුලි සංදේශ අමාත්‍යාංශයේ ලේකම්වරයාගේ
 නියෝගය ක්‍රියාත්මක කරන ලෙසට අදාළ නිලධාරීන්ට දන්වා
 ඒ මහතාට වහාම රැකියාව ලබා දීමට එතුමා කටයුතු
 කරන්නවාද ?

(ii) එසේ නොවේ නම්, ඒ මන්ද ?

(ඊ) (i) තැපැල් අමාත්‍යාංශයේ නියෝග නොමකා ඔහුට රැකියාව ලබා
 නොදුන් කාලය සඳහා වන්දි මුදලක් දෙපාර්තමේන්තුව මගින්
 ලබා දෙන්නවාද ?

(ii) එසේ නොවේ නම් ඒ මන්ද ?

තපාල්, තනතුරු පොරොන්දු වාර්තා අමාත්‍යවරයාට යොමු
 කිරීම :

(අ) கருத்துரை பெரும்பாக தபால் அத்தியட்சகர் அலுவலகத்தைச் சேர்ந்த ஹெட்கவல் குடியேற்ற உப அஞ்சலக அதிகாரான திரு. டபிள்யூ. டபிள்யூ. டி. தேமிஸ் சிங்கோவுக்கு மீண்டும் தொழில் வழங்கும் படி தபால், தந்திப் போக்குவரத்து அமைச்சின் செயலாளர் 5.2.1982 ஆம் திகதி கருத்துரை தபால் அத்தியட்சகருக்கு அறிவித்திருப்பதை அவர் அறிவாரா ?

(ஆ) இவருக்கு இதுவரை தொழில் வழங்கப்படவில்லை என்பதை அவர் அறிவாரா ?

[தேசிய அமைப்புகள் துறை]

(c) Will he take immediate steps to stop the encroachers removing earth as the area may go under floods causing damage to human lives and property when the Mahaoya overflows during the rainy season ?

(d) If not, why ?

பி. பி. பி. அமைச்சர் (நிலை அமைச்சர்) : (திரு. எ. எம். எஸ். அதிகாரி — காணி, காணி அபிவிருத்திப் பிரதி அமைச்சர்)

(Mr. A. M. S. Adikari Deputy Minister of Lands & Land Development)

(a) No, Only half acre has been set apart for public purpose and the balance has been distributed not among 34 allottees but among 54 allottees.

(b) No.

(c) Does not arise.

(d) Does not arise.

தேசிய அமைப்புகள் துறை
(திரு. லக்ஷ்மன் ஜயகோடி)
(Mr. Lakshman Jayakody)

So, that means 4 1/2 acres have been allocated to 54 allottees. What is the price of each allotment ?

பி. பி. பி. அமைச்சர் (நிலை அமைச்சர்) : (திரு. எ. எம். எஸ். அதிகாரி)
(Mr. A. M. S. Adikari)

No. Only half an acre was set apart for a public purpose. The balance was distributed among the 54 allottees. The answer says that.

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கே. பி. கி. அமைச்சர் : குறிப்பிட்ட நிதியை அளிப்பது

திரு. கே. எம். சேமரீஸ் : தே.சே.வ. சேமிப்பு
MR. K. M. SEMARIS : NATIONAL SAVINGS BANK
DEPOSIT

7. தேசிய அமைப்புகள் துறை (அட்டர்னி)— பற்றி
புள்ளிப்பதிவு துறை—கருத்து—பெறு

(திரு. மைத்திரிபால சேனாயக்க—மதுவாச்சி—திரு. சார்பாக)
முந்தைய திட்டமிடல்—கலவா—சார்பாக

(Mr. Maithripala Senanayake—Medawachchiya—on behalf of Mr. Sarath Muttetuwegama—Kalawana)

அட்டர்னி கருத்துப்படுத்தும் கட்டிடம் பற்றி அட்டர்னிக்குரிய தகவல்

(அ) கே. பி. கி. அமைச்சர் : அட்டர்னிக்குரிய தகவல் கிடைக்காத காரணத்தினால், 503444 அட்டர்னி குறிப்பிட்ட நிதியை அளிப்பது பற்றி அட்டர்னிக்குரிய தகவல் கிடைக்காத காரணத்தினால்?

(ஆ) அட்டர்னிக்குரிய தகவல் அளிப்பது பற்றி கே. பி. கி. அமைச்சர் : அட்டர்னிக்குரிய தகவல் கிடைக்காத காரணத்தினால், 1972 டிசம்பர் 31-க்கு முன்பாக அட்டர்னிக்குரிய தகவல் கிடைக்காத காரணத்தினால்?

(இ) அட்டர்னிக்குரிய தகவல் அளிப்பது பற்றி கே. பி. கி. அமைச்சர் : அட்டர்னிக்குரிய தகவல் கிடைக்காத காரணத்தினால், அட்டர்னிக்குரிய தகவல் கிடைக்காத காரணத்தினால்?

(ஈ) அட்டர்னிக்குரிய தகவல் அளிப்பது பற்றி கே. பி. கி. அமைச்சர் : அட்டர்னிக்குரிய தகவல் கிடைக்காத காரணத்தினால், அட்டர்னிக்குரிய தகவல் கிடைக்காத காரணத்தினால்?

(ஊ) அட்டர்னிக்குரிய தகவல் அளிப்பது பற்றி கே. பி. கி. அமைச்சர் : அட்டர்னிக்குரிய தகவல் கிடைக்காத காரணத்தினால், அட்டர்னிக்குரிய தகவல் கிடைக்காத காரணத்தினால்?

திரு. அமைப்புகள் துறை அமைச்சரைக் கேட்ட வினா :

(அ) தேசிய சேமிப்பு வங்கியின் கிரியஸ் எம். 503444 என்ற வைப்பு இலக்கத்தில் கே. எம். சேமரீஸ் என்ற ஒருவர் வைப்பாளராக இருந்தாரா ?

(ஆ) இவர் இறந்தபின் இவரது மகன் கே. எம். அம்லிஸ் சிங்கோ 1972 இல் இப்பணத்தை மீளப்பெறுவதற்கு விண்ணப்பித்தாரா ?

(இ) வாரிசுகளுக்கு இப்பணம் இன்னும் கொடுக்கப்படவில்லை என்பதை அவர் அறிவாரா ?

(ஈ) உடனடியாக இப்பணம் வாரிசுகளுக்குக் கொடுக்கப்படுவதை அவர் கவனிப்பாரா ?

(ஊ) அப்படியாயின் எப்போது ? இல்லையென்றால், ஏன் ?

asked the Minister of Finance and Planning :

(a) Was one K. M. Semaris, a depositor in the National Savings Bank, in the deposit No. Kiriella M. 503444 ?

(b) On his death, did his son K. M. Amlis Singho, make an application to withdraw the money due in 1972 ?

(c) Is he aware that this money has not yet been paid to the heirs ?

(d) Will he see that this is paid forthwith ?

(e) If so, when ? If not, why ?

பி. பி. பி. அமைச்சர் (நிலை அமைச்சர்) : (திரு. எ. எம். எஸ். அதிகாரி)

(திரு. எம். எச். எம். நயினா மரிக்கார் — நிதி, அமைப்புத் திட்டப் பிரதி அமைச்சர்)

(Mr. M. H. M. Naina Marikar Deputy Minister of Finance & Planning)

(a) Yes.

(b) Yes.

(c) Yes. The claimants have however not complied with the requirements of the Bank as laid down in the procedure governing payments to the heirs from Deceased Depositors' Accounts although they were requested to do so on several occasions.

(d) Yes, as soon as the claimants return the forms sent to them by the Bank for completion, correctly perfected and certified by the persons authorised to do so.

(a) Does not arise in view of (d).

කේ. ජේමිස් මහතා : විශ්‍රාම වැටුප්
ති.රු. කේ. ජේමිස් : ඉහුයුතියම
MR. K. JAMIS : PENSION

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8. මෛත්‍රීපාල සේනානායක මහතා—(සර්ව චුන්තෙට්ටුවෙන් මහතා වෙතට)

(ති.රු. මායිත්‍රිපාල සෙනෙයාක—ති.රු. සරත් මුත්තේගමා වෙතට—සාර්පාක)

(Mr. Maithripala Senanayake—on behalf of Mr. Sarath Muttetuwegama)

ඉඩම් හා ඉඩම් සංවර්ධන ඇමතිතුමා සහ මහවැලි සංවර්ධන පිළිබඳ ඇමතිතුමාගෙන් ඇසූ ප්‍රශ්න

(අ) දෙපාර්තමේන්තු අංකය කේ/1532 වූ කේ. ජේමිස් තමාගේ සර්වේ ජනරාල් දෙපාර්තමේන්තුවේ කම්කරුවෙකු ලෙස සේවය කළේ ද ?

(ආ) ඔහු දැන් විශ්‍රාම ගොස් විශ්‍රාම වැටුපක් සඳහා ඉල්ලුම් කොට ඇත් ද ?

(ඇ) විශ්‍රාම වැටුප් ඉල්ලුම් පත්‍රයේ යු. කොටසෙහි 9 වන ඡේදය පරිදි කේ.ජේමිස්ගේ වාර්තාව ඉල්ලා විශ්‍රාම වැටුප් දෙපාර්තමේන්තුව සර්වේ ජනරාල් වෙත ලියා යවා ඇත් ද ?

(ඈ) වාර්තාව එවීමේ ඇති ප්‍රමාදය කුමක්ද ?

(ඉ) මේ තොරතුරු විශ්‍රාම වැටුප් දෙපාර්තමේන්තුවට අප්‍රමාදව යැවීමට එකතු කටයුතු කරන්නේද ?

සාකා, සාකා අධිවිලාසි අමාත්‍යවරයාට, මහලක්ෂි අධි විලාසි අමාත්‍යවරයාගෙන් සොයා ගැනීමට කෙරුණු කටයුතු :

(අ) කේ/1532 හි ඇති නිලධාරීන්ගේ ලැයිස්තුවකට කේ. ජේමිස්ගේ නම ඇතුළත් කර ඇති බවට තීරණය කර ඇත්ද ?

(ආ) ඉහත ලැයිස්තුවකට නම ඇතුළත් කර ඇති බවට තීරණය කර ඇත්ද ?

(ඇ) ඉහත ලැයිස්තුවකට නම ඇතුළත් කර ඇති බවට තීරණය කර ඇත්ද ?

(ඈ) අනෙකුත් කුමන හේතුන් නිසා මෙය සිදු වූයේද ?

(ඉ) මෙහිදී කුමන කටයුතුන් කෙරුණු බවට තීරණය කර ඇත්ද ?

asked the Minister of Lands and Land Development and Minister of Mahaweli Development :

- (a) Was one K. Jamis, whose departmental number was K/1532, employed as a labourer, in the Surveyor-General's Department ?
- (b) Has he now retired and made an application for a pension.
- (c) Has the Pensions Department written to the Surveyor-General asking for K. Jamis's report in terms of Paragraph 9 of the U section of the pension application ?
- (d) What is the delay in sending the report ?
- (e) Will he see that this information is expeditiously sent to the Pensions Department ?

ජී. ජී. එස්. අධිකාරී මහතා
(ති.රු. ආ. ම. ස. අධිකාරී)
(Mr. A. M. S. Adikari)

- (a) Yes.
- (b) Yes.
- (c) Yes.
- (d) The report has been sent to the Director of Pensions on 01.03.1984.
- (e) Does not arise.

නියෝජ්‍ය සභාපතිතුමා
(වි.රා. සභාපතිතුමා)
(Mr. Deputy Speaker)

Question No. 9.

එම්. චන්දන විජේවර්ධන මහතා
(ති.රු. ආ. ම. ස. අධිකාරී)
(Mr. M. Vincent Perera)

I ask for 4 weeks' time.

ප්‍රශ්නය මතු දිනකදී ඉදිරිපත් කිරීමට නියෝග කරන ලදී.
විනෝදා මහතා මුහුණ දීමට අවස්ථාවක් සැලසීමට කටයුතු කෙරුණු බවට තීරණය කර ඇත.
Question ordered to stand down.

ත්‍රිකුණාමල තෙල් ටැංකි සමූහය සංවර්ධනය කිරීමේ ව්‍යාපෘතිය : කර්මාන්ත හා විද්‍යා කටයුතු ඇමතිතුමාගේ ප්‍රකාශය

ත්‍රිකුණාමල තෙල් ටැංකි සමූහය සංවර්ධනය කිරීමේ ව්‍යාපෘතිය : කර්මාන්ත හා විද්‍යා කටයුතු ඇමතිතුමාගේ ප්‍රකාශය

TRINCOMALEE TANK FARM DEVELOPMENT PROJECT : STATEMENT BY MINISTER OF INDUSTRIES AND SCIENTIFIC AFFAIRS

සිරිල් මැතිව මහතා (කර්මාන්ත හා විද්‍යා කටයුතු ඇමතිතුමා)
(ති.රු. සිරිල් මැතිව — කෘෂිකර්ම, විද්‍යා සහ ආරක්ෂණ අමාත්‍යවරයා)
(Mr. Cyril Mathew—Minister of Industries & Scientific Affairs)

Mr. Speaker, this is a statement regarding the Trincomalee Tank Farm Development Project. This project has been initiated in September 1981. It has now been approved by the Cabinet. I wish to make a statement giving a short history of this project.

The Ceylon Petroleum Corporation (CPC) took over the Tank Farm in Trincomalee from the British Admiralty in 1965 for £ 250,000. The Tank Farm consists of about 100 tanks each of 10,000 tons usable capacity totalling a million ton capacity. CPC has since the take-over used 10-15 tanks for storage of products, internal usage and supply of bunkers. The rest of the Tank Farm is overgrown with trees and remains neglected. CPC tried to interest several foreign oil companies to update the Tank Farm. Except for Coastal Corporation of USA, no other

[සිරිල් මැතිව මතක]

party evinced any interest. An agreement was finalized with Coastal Corporation but was not signed. This abortive exercise received considerable publicity in the oil industry. Thereafter offers were called internationally for the rehabilitation of the Tank Farm and to upgrade it to the level of an International Storage Complex.

Seven offers were received from :

- (1) Coastal Corporation, USA;
- (2) Indian Oil Corporation, India ;
- (3) Pacific Resources Inc., USA/Van Ommeron, Holland ;
- (4) Oil Tanking, West Germany ;
- (5) Tradinaft, Switzerland ;
- (6) Neftchimpromexport, USSR ;
- (7) Unitank, UK.

Coastal Corporation, USA, withdrew their offer and OROLEUM (Pvt) Ltd. of Singapore submitted an offer of a joint group consisting of OROLEUM (Pvt) LTD., TRADINAFT, Switzerland, and OIL TANKING, West Germany.

A committee was appointed by the Cabinet to evaluate and report on the offers. The committee comprised :

- (1) Secretary to the Cabinet—Chairman ;
- (2) Secretary, Ministry of Finance and Planning ;
- (3) Secretary, Ministry of Trade and Shipping ;
- (4) Secretary, Ministry of Foreign Affairs ;
- (5) Secretary, Ministry of Industries and Scientific Affairs ; and
- (6) Chairman, Ceylon Petroleum Corporation.

The offer of the group consisting of Oroleum (Pvt) Ltd., Singapore, Oil Tanking, West Germany and Tradinaft, Switzerland, was found to be the best offer commercially and financially by this committee. On a report to this effect being submitted by the committee to the Cabinet, the Cabinet approved the award of this project to this group on 21st December 1983 by Cabinet Decision No. 9 on the basis that CPC would negotiate a joint venture agreement with this group with CPC as a partner.

On Cabinet approval being received a Letter of Intent was issued to this group by the CPC on 23rd February 1984 subject to the agreement being approved by the Cabinet of Ministers. The draft agreement that was negotiated has been approved by the Cabinet today.

Particulars of this Foreign Group :

The parties constituting the foreign group are non-controversial and have no involvement with power blocs. The other parties who responded to the

international notice calling for offers are either incapable of handling the project or are in one way or another connected to power blocs.

Oil Tanking of West Germany is one of the renowned oil tanker operators and are acceptable in all aspects to handle this project as operators.

Tradinaft S.A. is a Swiss-based company forming part of Gulf Holdings Group which has a US \$ 8 billion turnover. They are very active in international oil business.

Oroleum Pte. Ltd. Singapore is very active in the oil industry and is based in Singapore.

It is very unlikely, or for that matter impossible, for Sri Lanka to get another group of companies as uninvolved politically, non-controversial and acceptable technically, financially and commercially as this group to handle the Trincomalee Tank Farm Project.

Safeguards :

The following safeguards are provided in the agreement to ensure the interests of the country :

- (1) In the implementation of this agreement the Government of Sri Lanka is empowered to issue binding directives to the foreign investor and CPC in the interests of its national security, defence of the country and its foreign policy—Clause 3.
- (2) The foreign investor, while being free to select its customers for storing of product or taking on rent the storage tanks, is obliged to ensure that such selection is made strictly on a commercial competitive and non-discriminatory basis. The foreign investor is obliged to take all reasonable steps to ensure that no oil is stored, no tank is rented out or hired and no oil is supplied for military purposes—Clause 23 (a) ;
- (3) CPC has been empowered to direct the foreign investor not to store or rent or supply oil for military purposes Clause 23 (b) ;
- (4) The security services in the area of operation and in the Tank Farm are in the hands of CPC—Clause 26(a) ;
- (5) The foreign Investor cannot sublet, lease or assign or part with the premises or any part thereof without the prior written consent of CPC—Clause 15 ;
- (6) CPC as a 16% joint venture shareholder will have a director on the board of directors—Clause 67 ;

- (7) The project will be handled by a Sri Lanka company incorporated in Sri Lanka—Clauses 2(a) and 83—and the operation of the company is governed by the laws of Sri Lanka apart from the provision that Sri Lanka Laws apply to the agreement itself—Clause 76. Further, shares in the company cannot be transferred without CPC's consent ;
- (8) CPC has an exclusive option to increase its shareholding in the Sri Lanka company from 16% to 51% and be a majority shareholder—Clauses 2(a) and 66(a) ;
- (9) The foreign investor has been obliged to keep records indicating names and movements of products, vessels and customers and books of accounts which records are available for inspection by CPC, Central Bank, Exchange Control Department—Clauses 35 and 37 ;
- (10) CPC has a right independent of the Sri Lanka company and the Foreign investor, to handle bunker sales in all parts of Sri Lanka—Clause 54 (b).

Those are some of the salient features of the draft agreement which I shall table in the House. It is too long to read. Therefore I shall table it.

Benefits To Sri Lanka :

CPC and the Government of Sri Lanka stand to gain financially large recurrent earnings in foreign exchange arising from :

- (1) Daily storage rentals—CPC
- (2) 16% nett profits—CPC
- (3) Royalty on bunkers—CPC
- (4) Harbour dues—Sri Lanka Ports Authority
- (5) Jetty dues—CPC and Sri Lanka Ports Authority
- (6) Business Turnover Tax—Government of Sri Lanka.

Apart from the above, Sri Lanka will have a fully fledged international Tank Farm of a million ton capacity and an improved harbour either dredged to receive large oil tankers or with an alongside jetty and/or an SPBM offshore facility. Such a development activity is bound to activate several other spin-off and ancilliary projects.

CPC is by itself not equipped to handle a project of this nature and foreign expertise is absolutely necessary. CPC does not have the international marketing contacts to make the Tank Farm a successful project nor does it have the engineering or marketing experience.

No one need have any fear that operation of a Tank Farm with the safeguards above mentioned would affect any security interests of either Sri Lanka or any other country.

It is worthwhile mentioning that Indian Oil Corporation, Coastal Corporation, Kuwait National Petroleum and others have on several previous occasions stored products in the few tanks renovated by CPC, and Indian Oil Corporation, even at the moment stores their products in about six tanks. These parties will perhaps continue and would be welcome to continue as the customers of the Sri Lanka company of which the foreign investor and CPC would be shareholders. The selection of customers would be on a commercial and non-discriminatory basis.

The draft agreement between CPC and the foreign group will be tabled. This agreement is subject to the final approval of the Attorney-General, and any amendments he may indicate would be incorporated before signature.

I might say, before I table this draft agreement, that by the time we decided on taking steps to improve this Tank Farm, Singapore also commenced at about the same time in 1981. They have already built one Tank Farm and are now building another. They had no base, they had nothing to start with. We had these Tanks for so many years, and we were doing nothing about it.

At last I am very happy to state that we are now able to take steps to proceed with the improvement of this Tank Farm.

I am tabling the draft agreement for publication in the HANSARD. * Thank you.

ලක්ෂ්මන් ජයකොඩි මහතා
 (திரு. லக்ஷ்மன் ஜயக்கொடி)
 (Mr. Lakshman Jayakody)

It is very important statement, Sir. We would request the Hon. Prime Minister to grant us a debate on this statement at a convenient later date.

எர். ப்ரேமதாசா மஹர்
 (திரு. ஆர். பிரேமதாசா)
 (Mr. R. Premadasa)

I accede to the request, and also we are prepared to have a debate on this statement.

* பி.வி. கல்பெறு சுவீதானகரே சரக கர் சுகி சர்வீஸிவெ லெதன.

பிரகழ்ச்சிகளின் விநியோக நரப்பட்டுள்ள சென்னைக் கர்ப்ப பரிகார. See Appendix at end of proceedings.

පාර්ලිමේන්තුවේ රැස්වීම්

பாராளுமன்ற அமர்வு

SITTINGS OF THE PARLIAMENT

එම්. වින්සන්ට් පෙරේරා මහතා
(திரு. எம். வின்சன்ட் பெரேரா)
(Mr. M. Vincent Perera)

I move,

“ That this Parliament at its rising this day do adjourn until 9.00 a.m. on Friday, 6th April, 1984 ; and that the hours of Sitting that day shall be 9.00 a.m. to 12.30 p.m. ; and 1.30 p.m. to 5.00 p.m. At 5.00 p.m. Mr. Speaker shall adjourn the Parliament without Question put ”.

ප්‍රශ්නය විමසන ලදීත්, සභා සම්මත විය.

வினா விடுக்கப்பட்டு ஏற்றுக்கொள்ளப்பட்டது.

Question put, and agreed to.

ශ්‍රී ලංකා මුද්‍රණ ආයතනය පනත් කෙටුම්පත

இலங்கை அச்சுத் தொழில் நிறுவகம் சட்டமூலம்

SRI LANKA INSTITUTE OF PRINTING BILL

දෙවන වර කියවීමේ නියෝගය කියවන ලදී.
இரண்டாம் மறிப்பிடுதான கூட்டளை வாசிக்கப்பட்டது.
Order for Second Reading read.

අ. හ. 325

ආචාර්ය ආනන්දචන්ද්‍රයා ද අල්විස් (රාජ්‍ය ඇමතිමා)
(கலாநிதி ஆனந்ததில்லை த அல்விஸ் — இராசாங்க அமைச்சர்)
(Dr. Anandatissa de Alwis - Minister of State)

Mr. Deputy Speaker, I have great pleasure in moving the Second Reading of the Sri Lanka Institute of Printing Bill to provide for the establishment of the Sri Lanka Institute of Printing and for matters connected therewith or incidental thereto.

Sir, this Institute has been a long time coming. We have had nearly 20 years of discussion of the possibility of setting up such an Institute. I must say at the outset, to the credit of the Association of Printers in the private industry led by Mr. Felix R. de Soysa, that the private printing industry in Sri Lanka tried very hard during extremely difficult days to control, maintain, protect and treasure the skills of printing in this country. At that time, however, there was the opportunity that Sri Lanka had of sending students to the College of Printing, Elephant and Castle, in London and also to a College of Printing in Birmingham. The requirements were fairly simple in those days. A student had to be at least three years as an apprentice in an established printing industry headed by a master printer and the courses were cheap. All that it required even during the early 60s was an allowance of £ 45 Sterling for a month for a student to live in England and to follow the courses of printing in the UK.

Sir, the late Mr. Bernard de Silva who brought great renown to this country as one of the best printers in Asia, was one of those who benefited from such a course at the Elephant and Castle, the London College

of Printing. He went through those six years of very rigid training and was sustained there by the Associated Newspapers of Ceylon Limited, by Mr. D. R. Wijewardena. He won many gold medals and brought credit to this country. He ended up as our Government Printer. Thereafter, from time to time it became the habit for the Government Press to send some of its better-equipped young people to Elephant and Castle on two years' scholarship to study various aspects of printing, printing technology and management. But, there came a time when this became impossible. I am told that the same course of study which cost £ 45 a month in the 60s would cost the Government Printer today £ 3,000 a month if we send a student now. The escalation of charges, fees, living costs and so on in countries abroad has made it almost impossible for capable students in this country to acquire skills of modern technology particularly in the printing field. But, even in the 60s, at every Annual General Meeting, the Printers' Association of Sri Lanka used to talk about the setting up of a Sri Lanka Institute, where we could teach our own people using our own material. Sir, I must say that in this enterprise, the late Mr. Bernard de Silva, Mr. Peiris, the former Government Printer, Mr. Nanayakkara, the present Government Printer, Mr. Kevin de Silva who is an agent for an internationally famous kind of printing machinery, and the former Secretary of the Ministry of State, Mr. Sarath Amunugama did a great deal to try and bring this about.

The Hon. D.B. Wijetunga first introduced this idea in the Cabinet when he produced a Cabinet paper when he was Minister in charge of the Government Press to set up this institute of printing. But due to various difficulties such as space, money provision from the Treasury, and so on, this Bill has been long delayed. This is a very simple Bill really, and the Government Printer has volunteered to make available space, and also the machinery that is necessary for the teaching of these students.

The constitution of the Board, Sir, is a problem on which I have had a memorandum from the private sector urging that we amend it and increase the number of directors to eleven. I am afraid, Sir, at this point of time, although I would like to accept maybe all of their amendments which are relevant and have much point, it is difficult to do so. But as a concession to the general principal I would volunteer during the Committee stage to amend clause 20 (1).

The Clause mentions the " Secretary to the Ministry of the Minister in charge ". I think we can afford to give up that position and reword that to read as, " a person nominated by the Minister " by which I mean that the Minister would be very happy to nominate somebody from the private sector. So that we do not

have all public servants and government servants running this institute of printing which I think is not very healthy thing to do. Therefore, Sir, I commend this Bill to this House. It is not controversial, and if there are more valid points on which we need any amendments of this Bill I shall be glad after consultation with the Cabinet to come forward and present them to this House.

ප්‍රශ්නය සහතික කළේ.

මේ ඉඩ ගැනීමේ ක්‍රියාවලිය පිළිබඳව.

Question proposed.

ලක්ෂ්මන් ජයකොඩි මහතා
(ශ්‍රී. ලක්ෂ්මන් ජයකොඩි)
(Mr. Lakshman Jayakody)

I think, Sir, there is no doubt, from what the Hon. Minister has explained about the importance, the value and the benefits that will accrue to the printing trade as well as to those who are engaged in it by the establishment of this institute. And I think the most important factor is what he just touched slightly towards the end of his speech where he said that he would like to have up to about eleven members but at the moment he has only nine members. This is a point of concern where some of the private sector printers had been urging him to make a change. I myself feel that it is very useful to have eleven members and have a printer who is competent, able and capable and who has a knowledge of this subject, this technology as well as management to come into a Board of this nature. The more serious factor would not be the person himself. It is that the person who is appointed in such a manner should not have a disqualification. I would like to draw his attention to Clause 8 which states that :

" A person shall be disqualified from being appointed or from continuing, as member of the Board—

- (a) if he is or becomes a member of Parliament ; or
- (b) if he directly or indirectly, holds or enjoys any right or benefit under any contract other than any contract to impart knowledge of printing technology or management made by or on behalf of the Institute ;"

I think this was the bone of contention where some of the printers were concerned and they wanted a clarification of this point in Clause 8 (b) regarding disqualification. I hope the Hon. Minister will kindly let us know what he means by that what contract means. To my mind, what is put in English here is not properly understood and therefore if a better form in English is put in there instead of what is there it will be very useful.

Secondly, Sir, we have noticed that we have put into our Statute the laws pertaining to the many institutes, research boards and such other organisations started lately where some of the administrative overhead,

allowances, travelling, etc., and the purchase of items especially when it comes to movables, are very high. The expenditure on these items has risen very high in most of the research boards and other institutes that we have created of late. I bring this to the notice of the House because in all the Bills that now come up we only state or provide that Article 154 of the Constitution shall operate where the audit is concerned. I bring this up for one reason. It is because where auditing of the accounts is concerned this will come under the purview of the Auditor-General. At the same time, we have taken a new look at the system of auditing. Just because it is a research organisation, we should not allow money to be spent haphazardly. It is not that we are hard on them, but it is because we want to see that the money provided is used properly and not wasted. If it is spent for training in any skills, then we appreciate it. We noticed that some of these organisations have not done an evaluation of their programmes and thereby when the Auditor-General moves in to look into their accounts he finds that the overheads have gone very high and the quantum of money that the Government has set apart for research activity itself is just a pittance.

Therefore, I would like the Hon. Minister to consider or the Cabinet to consider that before Bills of this nature are brought before this House—we know that Bills go before a very important person called the Legal Draftsman to find whether they are in order—that they are sent to the Auditor-General also for him to satisfy that the funding part, the expenditure part, and the financial control aspects are also properly covered by the Bills as he considers fit. I say that this is very important today because of the waste and corruption that we have noticed. Especially in a research board you will have expenditure on research programmes, educational programmes and so on and I think it is very important that we at least show all such Bills that come before this House to the Auditor-General and see whether he agrees with them. As far as legal provisions are concerned it is the Legal Draftsman who is the authority. I think it is very necessary today, as things are, and when we are trying to bring down to the very bottom all useless expenditure and waste that the Hon. Minister should consider the question that Bills creating institutes of this nature are subject to such a scrutiny by the Auditor-General before they are placed before the House.

Further, we are very happy that at long last this institute is to be set up in this country. I am sure that it is going to help a very important sector where we can bring down our printing expenditure and also bring out a better quality product, so that it will be equal to some of the foreign handouts that we get and produce good quality printing in our country. And I

[ලක්ෂමන් ජයකොඩි මහතා]

hope this will not only be in English. This is a very important factor and I have to stress very strongly that it should be not only in English. It should expand to Sinhala too, and perhaps Tamil. I say this because, Sir, I find some of the words that are being printed in Sinhala—it may be a Pali word or a word where you have to join up with another—we do not have the “හල් අකුරු”. As the Hon. Minister of Indigenous Medicine knows, when we print Pali today we to use the “හල් අකුරු”, and certain symbols are not available in our key boards, and certain symbols are not available even in our Printing Press. The important ancient Pali symbols “ංයනු කිත්ත”, “ඉරු” and the “ඉළ” —all those that we use in Pali and Sanskrit are not available now. Some time ago in the “Island” paper there was a little comment pertaining to a little symbol the “ංයනු” that is being used. They thought that it is used in the wrong way and the wrong place and that the size of the “ංයනු” was wrong. We find that even in our own government typewriters as yet we do not get the correct word properly adopted. If I may say so. Therefore, I hope he will look into the aspect of the Sinhala sector and place greater stress on it because about 80 percent of the people in the country read the Sinhala paper and about 5 percent the English and perhaps another 10 percent or so the Tamil. I hope the Hon. Minister will consider that request.

ආනන්ද දසනායක මහතා
(**ශ්‍රී. ඉ. ආණන්ද ත්‍යාගායක**)
(Mr. Ananda Dassanayake)

ගරු නියෝජ්‍ය කථානායකතුමනි, ගරු රාජ්‍ය ඇමතිතුමා විසින් ඉදිරිපත් කර ඇති මේ පනත කෙටුම්පත ඉතා වැදගත් කොට අපි සලකනවා. ශ්‍රී ලංකා මුද්‍රණ ආයතනය පිහිටුවීම කාලයක් තිස්සේ ආණ්ඩු කීපයක් විසින්ම පස්සට තල්ලු කළ එකක් ගැටියටයි, අපි හඳුන්වන්නේ. මෙවැනි ආයතනයක අවශ්‍යතාවය බොහෝ විට බලාපොරොත්තු වුණා. නමුත් ආණ්ඩුවේ මුද්‍රණලයෙන් අඩුපාඩු සම්පූර්ණ වෙයි කියන බලාපොරොත්තුව පසුගිය රජයක් තුළ තිබුණ නිසා මෙය දවසින් දවස ප්‍රමාද වුණා.

මුද්‍රණ කටයුතු සඳහා රජයේ ආයතනයක් තැනීමට ඇති වශයෙන්ම බලවත් පාඩුවක්. ඒ පාඩුව පිරිමැසීම සඳහා ශ්‍රී ලංකා මුද්‍රණ ආයතනය පිහිටුවීම ගැන අපි ඉතාමත් සන්තෝෂ වෙතවා.

පාලක මණ්ඩලය පත් කිරීම පිළිබඳව මේ පනතේ 7 වන වගන්තියේ (2) වන උප වගන්තියේ (අ) ඡේදයේ මෙසේ සඳහන් වෙතවා :

“ 7. (2) (අ) අමාත්‍යවරයාගේ මතය අනුව මුද්‍රණ කාක්ෂණ විද්‍යාව හෝ කළමනාකරණය පිළිබඳ ක්ෂේත්‍රයෙහි ක්‍රියාශීලී නිරතව සිටින්නා වූ (මෙහි මින් මතු පත් කරන ලද සාමාජිකයන් යනුවෙන් සඳහන් කරනු ලබන) සාමාජිකයන් හතර දෙනෙකු :

මෙන්න මේ හතර දෙනා තේරීම තමයි, ගරු ඇමතිතුමා ඉතා පරිස්සම්ම කළ යුත්තේ. ඉතාම සුපරීක්ෂාකාරීව ඉතාම දක්ෂ පුද්ගලයින් මෙන්වන පත් කළොත් මේ ආයතනය දියුණු කරන්නට පුළුවන් වෙතවා. තත් කාලයේ යුර දරන අය අතුරින් අමාත්‍යවරයාගේ අමාත්‍යාංශයේ ලේකම්වරයා එක් කෙනෙක්. සමහරවිට ඒ තැනැත්තා මුදල් පරිපාලනය හා අමාත්‍යාංශයට සම්බන්ධ පරිපාලන කටයුතු පිළිබඳව ක්‍රියා කරනවා ඇති.

ආචාර්ය ආනන්දතිස්ස ද අල්විස්
(**කොමිෂිනි ආණන්දතිස්ස ත අමානිස්**)
(Dr. Anandatissa de Alwis)

ඒ වගන්තිය වෙනස් කර එ වෙනුවට පෞද්ගලික අංශයේ කෙනෙක් යොදවනවා යයි මම ප්‍රකාශ කළා.

ආනන්ද දසනායක මහතා
(**ශ්‍රී. ඉ. ආණන්ද ත්‍යාගායක**)
(Mr. Ananda Dassanayake)

එහෙම නම් ඒ ගැන අපි සතුව වෙතවා. ඒ නිසා ඒ ගැන කථා කරන්නේ නැහැ.

ඊළඟට සිටින දෙදෙනා තමයි, ආණ්ඩුවේ මුද්‍රණාලයාධිපතිවරයා සහ රාජ්‍ය මුද්‍රණ සංස්ථාවේ සභාපතිවරයා. රාජ්‍ය මුද්‍රණ සංස්ථාවේ සභාපතිවරයාට ඒ සම්බන්ධව සුදුසුකම් තිබෙනවාදැයි මම දන්නේ නැහැ. මා එසේ කියන්නේ රාජ්‍ය සංස්ථාවලට වැඩි වශයෙන්ම පත් වන්නේ සුදුසුකම් අනුව නොවෙන නිසයි. වැඩි වශයෙන් පත් වන්නේ දේශපාලන බලපෑම් උඩයි. එය එක ආණ්ඩුවක් නොවෙයි, ගැමු ආණ්ඩුවක්ම කරන දෙයක්. එය වරදක් හෝ ඒ අයගේ ප්‍රතිපත්ති මත කරන දෙයක් හෝ වෙනත්ව පුළුවන්. එහෙත් වැඩි වශයෙන් සංස්ථාවල සභාපතිවරුන් ලෙස පත් වී සිටින්නේ නුසුදුස්සන් බව කියන්නට මිනු.

මේ ආයතනය ඒවාට වඩා වෙනස්. මෙය නිෂ්පාදන කටයුතු කරන සංස්ථාවක් වන්නේ නොවෙයි. මෙයින් බලාපොරොත්තු වන්නේ අධ්‍යාපනයක් දීමයි. අපේ රටේ මුද්‍රණ කටයුතු දියුණු කිරීම විධිමත් කිරීම, නවීන ක්‍රමයට ගැබ්ගැස්වීම, ඒවාට අවශ්‍ය අමුද්‍රව්‍ය උපයෝගීතාව ආදී වැදගත් කරුණු කීපයක් අරමුණු, බලතල හා කටයුතු ගැටියට යොදා තිබෙනවා. අමුද්‍රව්‍ය නිෂ්පාදනය කර ගැනීම අපටම කරන්නට පුළුවන්. අපි නිෂ්පාදනය කරන අමුද්‍රව්‍ය කඩදාසි සංස්ථාව මාර්ගයෙන් අපට වුවමනා අන්දමට ලබා ගන්නට පුළුවන්ද, ඒවා ලබා ගන්නේ කොහොමද, අරපරිස්සම් පිළිවෙලකට ඒවා ලබා ගන්නට පුළුවන්ද කියන එක ගැනත් අපි සලකා බැලිය යුතුයි. ඒවා මා සම්බන්ධව වෙනම සඳහන් වී තිබෙනවා. එය ඉතාමත්ම වැදගත්.

එමෙන්ම විදේශ රටවල මෙන් මුද්‍රණ කටයුතු දියුණු කරන්නට අවශ්‍ය මුදල් අපට නැහැ. ඒ නිසා මුදල් පහසුකම් සලස්වා ගැනීම සඳහා යෝජනා කීපයක් ගරු ඇමතිතුමා විසින් මෙයට ඇතුළත් කර තිබෙනවා. මුදල් ලබා ගන්නා ක්‍රම ඒවායේ සඳහන් වෙනවා. මුදල් ලබා ගන්නා ක්‍රම ගැටියට ආධාර මුදල් ලබා ගැනීම, විදේශීය මුද්‍රණ කටයුතු සම්බන්ධ ආයතන සමග සම්බන්ධකම් පවත්වා ගෙන යෑම හා ඒවායින් ආධාර ලබා ගැනීම, ආධාර දෙන ජාත්‍යන්තර ආයතනවලින් ආධාර ලබා ගැනීම සහ සමහරවිට දේශීය වශයෙන් මුදල් ලබා ගැනීම සඳහන් කරන්නට පුළුවන්. එහි කිසිම වරදක් නැහැ. වුවමනාකරන්නේ ආයතනය උපරිම තත්වයෙන් දියුණු කිරීමයි. අපට හැම වෙලාවකම පෙනෙන දෙයක් තමයි මේ ආයතන පටන්ගන්නා විට ඉතාමත්ම හොඳ තත්වයෙන් පටන්ගන්නා බව. නමුත් අවුරුද්දක් දෙකක් යනවිට ඒ ආයතනවලට පත්වන නිලධාරීන් හරියාකාරව වැඩ කරන්නේ නැහැ. ගරු ඇමතිතුමාට අපි මේ ස්ථානයේදීම මීට කලින් මේ ගැන කියා තිබෙනවා. පටන්ගන්නා අවස්ථාවේදී වාගේ ඒවායේ සේවය කරන අය නිතිය රීතිය ගැන සැලකිල්ලක් දක්වන්නේ නැහැ. වික කලක් ගතවනවිට. ඒ අය ව්‍යවස්ථාව ගැන, පනත ගැන තැකීමක් කරන්නේ නැහැ. බොහෝවිට නීතියට විරුද්ධව කටයුතු කරනවා, නීති විරෝධීව කටයුතු කර සමහරවිට රජයක්, ඇමතිතුමාත් මුළු රටමත් අභාග්‍යසම්පන්න තත්වයකට ඇද දමනවා. නව සමහරවිට කර්මාන්තයක් නම් එය මහජනතාවට එපාකර, විනාශකර දමනවා. මේ විධියේ දෙවල් තිතරම වාගේ සිදුවන නිසා මේවා ගැන සැලකිල්ලක් විය යුතුයි.

මෙය කවද හෝ විශ්ව විදුල තත්වයට එන ආයතනයක්. ඒ නිසා නමුත්තාත්සේ දමන අන්තිවාරම ඉතාම වැදගත් එකක් වෙනවා. මේ ආයතනයේ තිබෙන වැදගත්කම නිසා එය හරියට දමන්නටය කියලයි අපි විශේෂයෙන්ම කියා සිටින්නේ. එසේ කිරීමේදී මුලින්ම සේවකයින් බැලුවාගැනීමේ ක්‍රියා පටිපාටිය ඒ බෝඩ් එකට පවරාදීලා තිකම් හිටියොත් සමහරවිට ඒ ඒ අයට මිනු කරන අයට බඳවාගනී. ඒ නිසා නමුත්තාත්සේ ඉදිරිපත්වී එකට යම්කිසි සැලැස්මක් දෙන්න. මේ මේ සුදුසුකම් තිබෙන අයට පමණක් බඳවාගත යුතුය කියා. එහෙම කළොත් අත්‍යවශ්‍ය ප්‍රමාණය පමණක් අරගෙන කටයුතු පටන්ගන්නොත් එය හොඳින් කරගෙන යන්න පුළුවන්වෙයි.

[ආනන්ද දසනායක මහතා]

එකෙක්ම ජීවත්වන පිරිස ඉන්නවා. ඒ පිරිසටත් යම්කිසි තැනක් ලබා දෙන්න පුර්වක් නම්, ඒ අයටත් අවස්ථා ලබා දෙන්නා නම්, එය ඉතා වැදගත් බව කියන්න කැමතියි. මුද්‍රණ කර්මාන්තයට සම්බන්ධ මේ කොටස් වලින් අදහස් විමසා, දැනට ඇති යම් යම් අඩුපාඩුකම් ගැන සාකච්ඡා කර, ඒ අනුව පියවර ගන්නට ක්‍රියා කරන්නවා නම්, එය ඉතා වැදගත් දෙයක් හැටියට අප සලකන්නවා.

ගරු නියෝජ්‍ය කථානායකතුමනි, මෙම වගන්තියේ (C) කොටසේ මෙහෙම තිබෙන්නවා :

"ශ්‍රී ලංකාවේහි ලබා ගත හැකි මුද්‍රණ ක්‍රම නොපවත්නා අසල්වැසි රටවල මුද්‍රණ කර්මාන්තයෙහි දැනටමත් සේවයෙහි නියුක්ත තැනැත්තන් පුහුණු කිරීම ආයතනයේ සාමාන්‍ය අරමුණ විය යුතුය."

මේ අනුව පිරවරවල අය පවා මේ ආයතනය මාර්ගයෙන් පුහුණු කිරීමට බලාපොරොත්තු වෙන්නවා.

මන්ත්‍රීවරයෙක්
(அங்கத்தவர் ஒருவர்)

(A Member)

පොතේ තියෙන ඒවා කියවන්න මිනෑ නෑහැ.

ආනන්ද දසනායක මහතා
(திரு. ஆனந்த தஸநாயக்க)
(Mr. Ananda Dassanayake)

මන්ත්‍රීතුමාට පොත පෙරලයි ද, පොතේ පිටු පෙරලයිද කියන්න මම දන්නෙ නෑහැ. සමහරවිට ලඟදී පෙරලෙන්නන් පුර්වකි, පෙරලෙන්නෙ නෑහි වෙන්නන් පුර්වකි. ඒ ගැන මම දැන් කතා කරන්න යන්නෙ නෑහැ.

ගරු නියෝජ්‍ය කථානායකතුමනි, මගේ කතාව අවසන් කරන්නට පෙර ඇමතිතුමාට නැවත වාරයක් මතක් කල යුතු දෙයක් තිබෙන්නවා. මෙම ආයතනය සමහර විට විනයානුකූල නොවන එසේ නෑහිනම් විනය විරෝධී වැඩ කටයුතු කරන්නට කලින්, වැරදි කරන්නට පෙළඹෙන්නට පලමු ආරම්භයේදීම ගණන් නැබිමේ ක්‍රම අනුගමනය කරමින්, ඉතා හොඳ අන්තිවාරමක් ඇතුළු කටයුතු පටන් ගන්නටය කියා ඉල්ලා සිටිමින්, මේ වැඩ පිළිවෙල සාර්ථක වේවායි කියා ආශීර්වාද කරමින් මම නවතිනවා.

ආචාර්ය ආනන්දතිස්ස ද අල්විස්
(கலாநிதி ஆனந்ததிஸ்ச த அல்விஸ்)
(Dr. Anandatissa de Alwis)

Mr. Deputy Speaker, as far as I am concerned I am so happy to find such support and goodwill from the Opposition benches for the setting up of the Sri Lanka Institute of Printing in this country.

There was a rather valid point raised by the hon. Member for Attanagalla, (Mr. Lakshman Jayakody) I appreciate that there seems to be in the wording of clause 8 (b) some ambiguity, but I am assured by the legal authorities that it simply means that a person shall not have a contract with the institute, that is, he must not have a contract with the institute itself, the Sri Lanka Institute of Printing, and not with the Government in general which would then shut out every printer in this country. That, is not the intention of this provision. If in the working of it we find any difficulty we will amend that section.

They, I shall remember very carefully the advice from the hon. Member for Kotmale (Mr. Ananda Dassanayake). I entirely agree with him, from my experience of many corporations, that travel abroad is unfortunately quite often restricted to the higher officials, sometimes may be the chairman of the

corporation, and it is very difficult for those below a certain level to ever hope of travelling abroad on the many scholarships that are offered to Government. This is a general problem for every Government. Every Minister, I think, in his own fashion tries to direct his attention to just and fair distribution of opportunities for travel. But, however just they are, the Government is so vast and so complex that it is not always possible to do Justice in these matters. At the first meeting of the board, and at the several meetings thereafter, I intend to get the Hansard of today and give them to each of the directors a copy of the speech of the hon. Member of Kotmale so that they will remember when they plan to send people abroad that justice and fairplay must be the principle on which they decide.

I have a note here from the legal officers in regard to the amendment that I said I would like to move, which is to take away the provision in clause 7 (2) (b) (i) which says one of the directors shall be the Secretary to the Ministry of the Minister. It is suggested that instead of doing that we change clause 7 (2) (a) where we provide for four members. Instead of saying four members, we change it to five and delete (i) from 7 (2) (b). It meets the same objective. It meets the wishes of the private printing trade that they should be better represented, I hope. The objective is the same but the amendment is slightly different. I think in these matters we must always abide by the advice of the Legal Draftsman.

I thank the House for the patient hearing and for the help given me in passing this Bill.

ප්‍රශ්නය විමසන ලදීත්, සහායමිමත විය.
පහත් කෙටුම්පත ඒට අනුකූලව දෙවන වර කියවන ලදී.
வினா விதிக்கப்பட்டது, ஏற்றுக்கொள்ளப்பட்டது.
அதன்படி, சட்டமூலம் இரண்டாம் முறையாக நிறைவேற்றப் பெற்றது.

Question put, and agreed to.
Bill accordingly read a Second time.

මෙතු පළවන යෝජනාව සහායමිමත විය :
"පහත් කෙටුම්පත පූර්ණ පාර්ලිමේන්තු කාරක සභාවකට පැවරිය යුතුය." -
(ආචාර්ය ආනන්දතිස්ස ද අල්විස් මහතා)

நிர்மாணிக்கப்பட்டது :
"சட்டமூலம் முழுப் பாராளுமன்றக் குழுவுக்குச் சாட்டப்பட்ட மாக." [கலாநிதி ஆனந்ததிஸ்ச த அல்விஸ்.]

Resolved :
"That the Bill referred to a Committee of the whole Parliament." - [Dr. Anandatissa de Alwis]

කාරක සභාවෙහිදී සලකා බලන ලදී.
[නියෝජ්‍ය කථානායකතුමා මූලාසනාරූඪ විය.]
குழுவில் ஆராயப்பட்டது.
[வினாச் சபாநாயகர் அவர்கள் நிலைமை வகித்தார்கள்.]
Considered in Committee.
[MR. DEPUTY SPEAKER in the Chair.]

1 டி 6 எனக் கீழ்க் பரந்த கைப்பிழைக்கி கொடுக்கத் துடிக்கி விடும் திட்டம் இது கிடையாது என்று.

1 ஆம் வாசகத்திலிருந்து 6 ஆம் வாசகம் வரை சட்டமன்றத்தின் பகுதியாக இருக்க வேண்டுமென கட்டளையிடப்பட்டது.

Clauses 1 to 6 ordered to stand part of the Bill.

7 வது பிரதிபாதி - (காண்க) உத்தரவு

வாசகம் 7.—(ஆளுநர் சபை)

CLAUSE 7—(The Board of Governors)

காப்டர்வாரியைக் குறித்து

(கலாநிதி ஆனந்ததில்ல த அல்விஸ்)

(Dr. Anandatissa de Alwis)

I move,

"In page 3—

- (1) line 14, leave out 'four' and insert 'five';
- (2) leave out all words in line 21."

கொண்டிருக்கிற திட்டம் கைப்பிழைக்கி கொடுக்கத் துடிக்கி விடும் திட்டம் இது கிடையாது என்று.

திருத்தம் விடுக்கப்பட்டு ஏற்றுக்கொள்ளப்பட்டது.

Amendment put, and agreed to.

7 வது பிரதிபாதி, கைப்பிழைக்கி கொடுக்கத் துடிக்கி விடும் திட்டம் இது கிடையாது என்று.

7 ஆம் வாசகம், திருத்தப்பட்டவாறு சட்டமன்றத்தின் பகுதியாக இருக்க வேண்டுமென கட்டளையிடப்பட்டது.

Clauses 7, as amended, ordered to stand part of the Bill.

8 வது பிரதிபாதி - (காண்க) உத்தரவு

வாசகம் 8.—(உறுப்பினர்மைத் திருத்தம்)

CLAUSE 8—(Disqualification from membership)

கலாநிதி ஆனந்ததில்ல

(திரு. லக்ஷ்மன் ஜயக்கொடி)

(Mr. Lakshman Jayakody)

Clause 8 says :

"A person shall be disqualified from being appointed or from continuing, as member of the Board—

- (a) if he is or becomes a member of Parliament ; or
- (b) if he directly or indirectly, holds or enjoys any right or benefit under any contract other than any contract to impart knowledge of printing technology or management made by or on behalf of the Institute ;"

If he is a private individual, probably he can be a member of the institute if he is not involved, but what is the safeguard he has to prove that he is not indirectly involved? I think there is something wrong in the English here and it can be formulated in a better way, because when we use the word "indirectly" it is not correct. When the word "directly" is used I can understand because it can be his own company or his own organization. That I appreciate. But when it says "indirectly," he can be a small shareholder somewhere and a contract can be entered into between the institute and that company.

கலாநிதி ஆனந்ததில்ல
(பிரதிச் சபாநாயகர் அவர்கள்)
(Mr. Deputy Speaker)

Are you suggesting any amendment?

கலாநிதி ஆனந்ததில்ல
(திரு. லக்ஷ்மன் ஜயக்கொடி)
(Mr. Lakshman Jayakody)

This is for the consideration of the Hon. Minister because he himself said that he would consider an amendment later.

காப்டர்வாரியைக் குறித்து
(கலாநிதி ஆனந்ததில்ல த அல்விஸ்)
(Dr. Anandatissa de Alwis)

It is not a very common terminology that in all Bills the words "directly" or "indirectly" are used?

கலாநிதி ஆனந்ததில்ல
(திரு. லக்ஷ்மன் ஜயக்கொடி)
(Mr. Lakshman Jayakody)

That is correct, but when it says "indirectly" there is a vast meaning. I know his idea is excellent; his idea is very good.

காப்டர்வாரியைக் குறித்து
(கலாநிதி ஆனந்ததில்ல த அல்விஸ்)
(Dr. Anandatissa de Alwis)

But these words appear in most Bills although they are a dead letter.

8 வது பிரதிபாதி, கைப்பிழைக்கி கொடுக்கத் துடிக்கி விடும் திட்டம் இது கிடையாது என்று.

8 ஆம் வாசகம், சட்டமன்றத்தின் பகுதியாக இருக்க வேண்டுமென கட்டளையிடப்பட்டது.

Clause 8, ordered to stand part of the Bill.

9 டி 27 எனக் கீழ்க் பரந்த கைப்பிழைக்கி கொடுக்கத் துடிக்கி விடும் திட்டம் இது கிடையாது என்று.

9 ஆம் வாசகம், திருத்தப்பட்டவாறு சட்டமன்றத்தின் பகுதியாக இருக்க வேண்டுமென கட்டளையிடப்பட்டது.

Clause 9, as amended, ordered to stand part of the Bill.

9 ஆம் வாசகத்திலிருந்து 27 ஆம் வாசகம் வரை சட்டமன்றத்தின் பகுதியாக இருக்க வேண்டுமெனக் கட்டளையிடப்பட்டது.

சட்டமன்ற வாசகமும் தலைப்பும் சட்டமன்றத்தின் பகுதியாக இருக்க வேண்டுமென கட்டளையிடப்பட்டது.

சட்டமன்றம் திருத்தங்களுடன் அறிக்கை செய்யப்பட்டது.

Clauses 9 to 27 ordered to stand part of the Bill.

Enacting Clause and Title ordered to stand part of the Bill.

Bill reported with Amendment.

காப்டர்வாரியைக் குறித்து
(கலாநிதி ஆனந்ததில்ல த அல்விஸ்)
(Dr. Anandatissa de Alwis)

I move,

"That the Bill, as amended, be now read the Third time."

முதலாம் பரிசீலனை செய்தல்.

பரந்த கைப்பிழைக்கி கொடுக்கத் துடிக்கி விடும் திட்டம் இது கிடையாது என்று.

திருத்தம் விடுக்கப்பட்டு, ஏற்றுக்கொள்ளப்பட்டது.

அதன்படி, சட்டமன்றம் திருத்தப்பட்டவாறு மூன்றாம் பரிசீலனாக கட்டளையிடப்பட்டு, நிறைவேற்றப்பட்டு.

Question put, and agreed to.

Bill, as amended, accordingly read the Third time, and passed.

මුදල් (සංශෝධන) පනත් කෙටුම්පත
 நிதி (திருத்தம்) சட்டமூலம்
 FINANCE (AMENDMENT) BILL

දෙවන වර කියවීමේ නියෝගය කියවන ලදී.

இரண்டாம் மதிப்பிற்கான கட்டளை வாசிக்கப்பட்டது.

Order for Second Reading read.

අ. න. 4.07

එම්. එච්. එම්. නයිනා මරිකාර් මහතා (වැඩබලන මුදල් හා ක්‍රම සම්පාදන ඇමතිතුමා)

(ஜனப் எம். எச். எம். நயினா மரிகார் — பதில் நிதி அமைப்புத் திட்ட அமைச்சர்)

(Mr. M. H. M. Naina Marikar acting Minister of Finance & Planning)

Mr. Deputy Speaker, the Bill that stands in my name seeks to amend the Finance Act, No. 11 of 1963. This amendment covers not only Act No. 11 of 1963 but also the Finance and Ceylon State Mortgage Bank Act, No. 16 of 1973. This Bill relates to the acquisition and re-vesting of agricultural, residential and business premises with the People's Bank. It was specially brought to empower the legal recovery of land which had been sold by the owner on a mortgage deed or debt with the idea of acquiring the property and giving it back to the original owner.

The new amendments are really self-explanatory in character. They do not fundamentally change the provisions in the original Bill, but I would like to briefly point out the chief features of the Bill.

One relates to the category of persons who can make an application. It enlarges the class of people who could apply under the Act. Under the original Act, only those people whose incomes were less than Rs. 10,000 could apply but that limit has now been raised to Rs. 25,000.

The other important feature of Bill relates to compensation, which has now been broadened and widened. I will deal with the clauses one by one. The statement of legal effect sets out all this very clearly. If hon. Members have read the statement of legal effect it will not require any explanation from me, but for the purpose of introducing the Bill I would like to refer to some of the more important amendments in this Bill.

Section 71 of the Finance Act, No. 11 of 1963, is to be amended to limit the time for making an application under this Act to a period of ten years from the date on which the premises were sold in execution of a mortgage decree or transferred by the original owner to any other person. The 1956 original Act confines itself to this period of ten years from January 1956. The 1973 Act enlarges that by making it 1952, that is to say, people who want to make an application could do so if they have sold the land not earlier than 1st January 1952. We put it back by four

years. Therefore here too it will be ten years from the date of the execution of the mortgage decree to transfer from the original owner.

Section 71 is also amended in another aspect. That is to enable a person whose statutory income is less than twenty five thousand rupees per year to make an application under this section. According to the original section, only a person whose statutory income is less than ten thousand rupees per year can make an application under this section. This basis was arrived at in 1963. We have increased it from ten thousand rupees to twenty five thousand rupees considerably. Therefore, the ten thousand rupees is not realistic, and the limit of the income of persons who could apply has been increased from ten thousand rupees to twenty five thousand rupees.

Section 72 3) is also amended to extend the meaning of "encumbrance" to include the rights of a tenant under the Rent Act. Now, under the Rent Act, Sir, a person who was an occupier of premises could not be covered by this Act because the experience of the People's Bank has been that where the property is in occupation of persons other than the applicant or the present owner, the occupier pleads tenancy and takes refuge under the Rent Act. Therefore the taking of vacant possession of such premises is very necessary as the premises is the only residential premises belonging to the applicant. Now this has been rectified. It has been made good by a decision of the Supreme Court. If you see S.C. 547 it says that the encumbrance of tenancy under Section 72 3) of the Act of 1963 is wiped out when the land is vested in the bank. Although there is this case law, we have statutorily confirmed this.

Section 76 of the Finance Act, No. 11 of 1963, is amended to provide a new basis for computing compensation payable in respect of premises acquired under the principal enactment as follows :

- (i) The new Section 76 (1) (a) provides that the compensation to be paid should include a reasonable value of any subsequent additions or improvements made to the property before the publication of the Vesting Order or the market value of such premises whichever is less.
- (ii) The new Section 76 (1) (b) provides that compensation to be paid should include in the case of properties acquired by donation or inheritance, which was not covered earlier, the actual amount for which the predecessor of such donor or deceased purchased the property together with any interest determined by the Compensation Tribunal and an additional sum equal to the reasonable value of additions and improvements made prior to the publication of the Vesting Order or the market value of the premises, whichever is less.

That is on the question of compensation.

The new section 76(2) provides for the Compensation Tribunal to set off the value of any damage caused to the property from the compensation payable to the owner. This was lacking in the principal Act. We have done this because the People's Bank has been receiving complaints from various people, property occupiers, owners that whilst redemption proceedings were on, they were causing damage to the properties. Therefore, this amendment is brought to cover such damage by the occupiers from whom the land is to be taken over.

The new section 85A makes provision for certain acts committed in relation to the Compensation Tribunals established under the principal enactment to be punishable as contempt of court. There was such provision in the earlier Act. I think there must have been trouble in regard to court proceedings and therefore this section has been brought in under the new Amendment to provide for contempt of court.

The offences punishable as contempt of court in connection with the meetings of the Compensation Tribunal are :

- (1) any acts bring the Compensation Tribunal or its members into disrepute either during or after the meetings ;
- (2) interfering with the lawful process of the Compensation Tribunal ;
- (3) (a) failing without cause to appear before the Tribunal once summons are issued ;
(b) refusing to be sworn, or having being duly sworn refusing to answer any question put to the person summoned ;
(c) refusing without cause to produce and show any document or other thing which the Tribunal considers necessary to determine compensation payable.

Contempt of court will be punishable only by the Court of Appeal, although the Tribunal may say it is a contempt of court, because the Tribunal has no punitive powers.

The new section 88 provides for a person who makes an application under section 71 to be given an opportunity of being heard by the Compensation Tribunal before such Tribunal makes its award as to compensation.

Section 91 of the Finance Act is amended to provide machinery for the recovery, by the Bank, of any such premises where there is default in the making of rent purchase instalments. Sometimes people do not pay their instalments as directed. In such cases the Bank

will have the power to recover the property, and specific provisions are made under such circumstances and conditions so that such recovery can be made by the Bank. For example, where a person defaults in making any half-yearly payment due, he is deemed to have defaulted in respect of the balance due as well and the Chairman may authorise the sale of such premises.

On the sale of such premises the chairman will issue a certificate to the purchaser vesting the title to such premises in the purchaser.

Then, of course, there are other provisions, Sir. I do not want to go into them. My good friend from Attanagalla is rather bored with all that I said. I think he is waiting to comment on these things. Sir, shall we pass this ?

தலைவர் கவனத்தை
(பிரதிச் சபாநாயகர் அவர்கள்)
(Mr. Deputy Speaker)

Yes, certainly ; it has to be done in another nine minutes.

பி. பி. பி. வினா மீட்டர் மனை
(ஜனப் எம். எச். எம். நயினா மரிக்கார்)
(Mr. M. H. M. Naina Marikar)

Yes, Sir, we can do that.

Then there is the definition of "business premises" which means any premises used wholly and mainly for the purpose of business. That was not clear. So we have clarified it and a business premises now includes not merely agricultural or residential premises but also, I think, bare land where they said the Bank had no jurisdiction. "Premises" means any land with or without any buildings.

This amendment is necessary because the Attorney-General has ruled that the Bank is not authorised under the Act to acquire bare lands.

These are the main amendments. The two important things are :

- (1) the category of persons who can apply include those whose annual statutory income is less than Rs. 25,000 ;
- (2) the basis of compensation has now been enlarged to cover the additional sum and interest as declared by the Tribunal.

I commend the Bill to the House.

சென்னை மன்றத்தில் கர்னல் டி.
வினா எடுக்கப்பட்டபிற்பாடு.
Question proposed.

ச. நா. 4.22

லக்ஷ்மன் ஜயக்கொடி
(திரு. லக்ஷ்மன் ஜயக்கொடி)
(Mr. Lakshman Jayakody)

மே மூலக் பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது. மே மூலக் பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது. மே மூலக் பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.

தினேசு கபாலாசாரி
(பிரதிச் சபாநாயகர் அவர்கள்)
(Mr. Deputy Speaker)

Order, please! We have only six more minutes.

சந்திர ரணதுங்க மஹா (சாந்திரா)
(திரு. சந்திர ரணதுங்க — மாவனல்ல)
(Mr. Chandra Ranatunga—Mawanelle)

Mr. Deputy Speaker, I would not be taking long on this matter. I would like to refer to one matter only as far as the Amendment to the Finance Act is concerned. I think this is a Bill which had been meant to bring relief to people who have mortgaged property and whose properties have been sold. There is one matter which I think should be amended; that is, where a property has been mortgaged or where it has been given on a conditional transfer but which is undivided. Now, Finance Act does not give relief to a person whose property is undivided even if he sold it on a mortgage or if it has become the absolute property on a conditional transfer. Therefore, I would earnestly request that this matter be looked into, and those people who are affected where the properties are undivided also be granted relief by some amendment.

சந்திர ரணதுங்க மஹா (சாந்திரா)
பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.

மே மூலக் பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.

Question put, and agreed to.
Bill accordingly read a Second time.

மே மூலக் பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது. —(ச. நா. 4.22)

திரு. சந்திர ரணதுங்க மஹா (சாந்திரா)

“மே மூலக் பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.” [சந்திர ரணதுங்க மஹா]

Resolved:
“That the Bill be referred to a Committee of the whole Parliament.”—[Mr. M. H. M. Naina Marikar]

காரணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.
[தினேசு கபாலாசாரி அவர்கள் தலைமை வகிப்பார்கள்.]
Considered in Committee.
[Mr. DEPUTY SPEAKER in the Chair.]

1 சி 8 க்கு உட்பட்ட பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.

மே மூலக் பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.

பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.

1 சி 8 க்கு உட்பட்ட பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.

சட்டமன்றப் பேரவை மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.

Clauses 1 to 8 ordered to stand part of the Bill.
Enacting Clause and Title ordered to stand part of the Bill.
Bill reported without Amendment.

ச. நா. 4.22
(ஜெ. எம். எச். எம். நயினா மரிக்கார்)
(Mr. M. H. M. Naina Marikar)

I move,
“That the Bill be now read the Third time.”

சந்திர ரணதுங்க மஹா (சாந்திரா)
பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.

மே மூலக் பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.

Question put, and agreed to.
Bill accordingly read the Third time, and passed.

உள்நாட்டு வருமானச் சட்டம் : தீர்மானம்
INLAND REVENUE ACT : RESOLUTION

ச. நா. 4.22
(ஜெ. எம். எச். எம். நயினா மரிக்கார்)
(Mr. M. H. M. Naina Marikar)

I move,
“That this Parliament resolves under section 82 (1)(a) of the Inland Revenue Act, No. 28 of 1979 that the Convention for affording relief from double taxation and for the prevention of fiscal evasion with respect to taxes on income and on capital entered into between the Government of the Kingdom of Sweden and the Government of the Democratic Socialist Republic of Sri Lanka on 23rd February, 1983, which was presented on 03.04.1984 be approved.”

This is actually a formal matter, Sir. This is one of those Conventions to avoid double taxation and fiscal evasion between Sri Lanka and Sweden.

சந்திர ரணதுங்க மஹா (சாந்திரா)
மே மூலக் பணச் சட்டத்தின் கீழ் மூலக் கட்டணத்தினைப் பிழைக்காதவர்களுக்கு மீளாய்வு செய்யப்படுகிறது.

சட்டக் கல்விப் பேரவை : விதி
COUNCIL OF LEGAL EDUCATION : RULE

செல்டன் ராஜாஜா மஹா (செல்டன் ராஜாஜா)
(திரு. செல்டன் ராஜாஜா — நீதி பிரதி அமைச்சர்)
(Mr. Shelton Ranaraja—Deputy Minister of Justice)

I move,
“That the Rule made by the Incorporated Council of Legal Education with the concurrence of the Minister of Justice, under section 7 of the Council of Legal Education Ordinance (Chapter 276), as amended by the Council of Legal Education (Amendment) Law, No. 6 of 1974 and published in Gazette Extraordinary No. 285/30 dated 24th February, 1984 and set out below, be approved.

Rule

Rules made under section 7 of the Council of Legal Education Ordinance, as amended from time to time are hereby further amended as follows :-

(1) by the substitution, for rule 25 thereof, of the following rule :-

"Registration for lectures and fees, Preliminary Examination.

25. Any person who has passed the Entrance Examination may in the month of December register himself to attend the various lectures next due to commence for the Preliminary Examination. For admission to such lectures he shall pay to the Council the admission fee of Rs. 200, the lecture fee for the course, namely, Rs. 1,200 and the societies' fee of Rs. 15."

(2) by the substitution, for rule 26 thereof, of the following rule :-

"Intermediate Examination.

26. Any student who has passed the Preliminary Examination may register to attend the various lectures provided for the Intermediate Examination by applying to the Principal in the month of December for admission to such lectures next due to commence, provided that he shall have paid to the Council the lecture fee for the course namely, Rs. 1,200 and the societies' fee of Rs. 15 :

Provided that a student who has satisfied the conditions of admission to the Preliminary Examination may on, similarly applying and paying Rs. 400 be provisionally registered to attend such lectures, but he may continue such attendance beyond the first term only if he passes such Preliminary Examination or is referred under rule 68 and pays the remaining portion of the lecture fee, namely, Rs. 800."

(3) by the substitution for rule 27 thereof, of the following rule :-

"Final Examination.

27. Any student who has passed the Intermediate Examination may register to attend the various lectures provided for Final Examination by applying to the Principal in the month of December for admission to such lectures next due to commence.

Provided that he shall have paid to the Council the lecture fee for the course namely, Rs. 1,200 and the societies fee of Rs. 15 ;

Provided further that a student who has satisfied the conditions of admission to the Intermediate Examination may on, similarly applying and paying Rs. 400 be provisionally registered to attend such lectures, but he may continue such attendance beyond the first term only if he passes such Intermediate Examination or is referred under rule 68 and pays in the meantime the remaining portion of the lecture fee, namely, Rs. 800." ; and

(4) by the substitution, for sub-paragraph (c) of paragraph (2) of rule 75 thereof of the following sub-paragraph :-

"(c) A graduate of the Faculty of Law of the University of Sri Lanka shall on admission to the College pay a sum of Rs. 1,200 if he intends to attend all the Final Year Lectures or Rs. 600 if he does not intend to attend all the Final Year lectures in addition to the admission fee of Rs. 200 and the societies' fee of Rs. 15. The examination fee for the Preliminary and Intermediate Examinations shall be calculated according to the number of papers which a

candidate offers and the examination fee for the Final Examination shall be the full fee prescribed for such examination."

ප්‍රශ්නය විමසන ලදීත් සහ සම්මත විය.

විභාග විඳින්නන්ට අනුමැති කාණ්ඩයක් පවැත්වේ.

Question put, and agreed to.

ශ්‍රී ලංකා තේ මණ්ඩල පනත : නියෝග

இலங்கை தேயிலைச் சபைச் சட்டம் : ஒழுங்குவிதிகள் SRI LANKA TEA BOARD LAW : REGULATIONS

එම වන්සන්ටි පෙරේරා මහතා (திரு. எம். வினசன்ட் பெரேரா) (Mr. M. Vincent Perera)

On behalf of the Minister of Public Administration and Minister of Plantation Industries, I move,

"That the Regulations made by the Sri Lanka Tea Board under section 25 of the Sri Lanka Tea Board Law, No. 14 of 1975, and approved by the Minister of Plantation Industries and published in the Gazette Extraordinary No. 282/5 of 30.01.1984, which were presented on 03.04.1984 be approved."

ප්‍රශ්නය විමසන ලදීත් සහ සම්මත විය.

විභාග විඳින්නන්ට අනුමැති කාණ්ඩයක් පවැත්වේ.

Question put, and agreed to.

ලක්ෂ්මන් ජයකොඩි මහතා (திரு. லக்ஷ்மன் ஜயக்கொடி) (Mr. Lakshman Jayakody)

Sir, shall we take up Item No.6 ?

නියෝජ්‍ය කථානායකතුමා (பிரதிச் சபாநாயகர் அவர்கள்) (Mr. Deputy Speaker)

You have four minutes more. Is Item No.6 controversial ?

ලක්ෂ්මන් ජයකොඩි මහතා (திரு. லக்ஷ்மன் ஜயக்கொடி) (Mr. Lakshman Jayakody)

It is not controversial. It is about the Leather Products Corporation.

නියෝජ්‍ය කථානායකතුමා (பிரதிச் சபாநாயகர் அவர்கள்) (Mr. Deputy Speaker)

Very well, you can carry on.

ශ්‍රී ලංකා සම්භාණ්ඩ සංයුක්ත මණ්ඩලය : වාර්ෂික වාර්තාව

இலங்கை தேநால் பொருட் கூட்டுத்தாபனம் : ஆண்டறிக்கை CEYLON LEATHER PRODUCTS CORPORATION : ANNUAL REPORT

සිරිල් මැතිව් මහතා (කර්මාන්ත හා විද්‍යා කටයුතු ඇමතිතුමා) (திரு. சிறில் மத்திவ் - கைத்தொழில், விஞ்ஞான அலுவல்கள் அமைச்சர்) (Mr. Cyril Mathew - Minister of Industries & Scientific Affairs)

I move,

"That in terms of section 30 (2) of the State Industrial Corporation Act, No. 49 of 1957 and section 14 (3) of the Finance Act, No. 38 of 1971 the Annual Report of the Ceylon Leather

[සිරිල් මැතිව මහතා]

Products Corporation being report incorporating the Auditor-General's observations for the year ended 31.12.1981 which was presented on 06.03.1984 be approved."

ප්‍රශ්නය සහතික කිරීමේදී,
ඒනු ආදායම් අමාත්‍යවරයා.
Question proposed.

ලක්ෂ්මන් ජයකොඩි මහතා
(ශ්‍රී ලංකා ලක්ෂ්මන් ජයකොඩි)
(Mr. Lakshman Jayakody)

Sir, I will speak very, very fast and put my submission in question form.

First and foremost, I want to find out from the Hon. Minister about three matters. We notice from this Report that the Chairman of the Leather Products Corporation has said that he has to make heavy borrowings at very high interest rates. At the same time, we are aware that this Corporation is being given money from various other organizations. The Chairman, in page 7 of his own Report for 1981 says—

"The Corporation is negotiating with the National Development Bank to obtain finance to carry out its modernization and Expansion Programme."

One of the reasons that he has given is the heavy borrowings that he has to make – which I think is quite correct – and, therefore, there is a strain on the project. So, what I want to know is this. I do not want the reply immediately because it is not very easy, but could he let us have, when we discuss the next Report or a subject pertaining to the Ceylon Leather Products Corporation, a full and detailed account or report on the type of borrowing, the rate of interest, and the cost of finance pertaining to each product that is manufactured.

I say this because of one thing. A pair of slippers today, a pair of shoes today— not the ones that I wear, he does not use them— or anything made of leather, shoes especially, is very costly. I find that the main reason for the high cost of shoes is not because the Board has done something wrong, but because it has to borrow money at very high interest. So I would like the Hon. Minister— (Interruption). I am telling you of a way to help you out and now you are trying to argue with me. If he can do that, it is a very great favour.

Then, the Report says— I do not know about the power cuts— that production came down by 25 per cent due to power cuts. This is a very important factor. Here is a productive organization called the Leather Products Corporation from which we expect to get foreign exchange as well as local rupees. Most of the leather factories we know have their own power supply. Why is it that you do not consider, with all the borrowings that you make, to get a generator and see whether you can have your own power because the cost of generator power is about half less today than the power that we have to use from outside. I do not know how much power we will have when we start the

Victoria. What will be the rate per unit we do not know, and if that is going to be high – to my mind it is going to be rather high – or if it is going to be higher than what it is now, then it is better to have your own power plant. Therefore, I would like to make that comment and stop because there is no time.

ආනන්ද දසනායක මහතා
(ශ්‍රී ලංකා ආනන්ද දසනායක)
(Mr. Ananda Dassanayake)

ගරු නියෝජ්‍ය කථානායකතුමනි, මේ සංයුක්ත මණ්ඩලයේ වාර්ෂික වාර්තාව ගැන වචන දෙක තුනක් කියන්න තිබෙනවා. මා මේ සඳහා වැඩි කාලයක් ගත්තේ නැහැ. එහි විගණකාධිපතිතුමාගේ වාර්තාව අනුව සඳහන් කර තිබෙන වැරදි කරන්න එතරා කියා දන් අවුරුදු තුන හතරක සිට අපි පුත පුතා කියනවා. අපි ගරු ඇමතිතුමාට මේ ගැන ගැමදමක් මතක් කරනවා.

මෙම වාර්තාවේ 36 වෙනි පිටුවේ සඳහන් වෙනවා, අවාසි නිෂ්පාදන විචලනය සඳහා පාලනාංශය විසින් දක්වන ලද හේතූන් වශයෙන් නිෂ්පාදන මිශ්‍රය වෙනස් කිරීම, වැඩට තොපැමිණීම සහ සුදුසු සේවකයින් නොමැතිවීම ආදිය. මෙම සංස්ථාව හදුන්න නම් පහත දක්වෙන දේ කළ යුතුයි කියා එම වාර්තාවේ 38 වෙනි පිටුවේ විගණකාධිපතිතුමා මේ විධියට සඳහන් කර තිබෙනවා.

වගේකය කරන අවස්ථාවේදී නිරන්තරයෙන් කරන ලද අඩුපුහුදුම් සංස්ථාවේ දැන ගැනීම පිණිස ඉදිරිපත් කරනු ලැබූ, පහත දක්වන කරුණු සම්බන්ධයෙන් විශේෂ අවධානය යොමු කළ යුතු වන්නේ :

- (අ) එකතු වූ මුදල් බැංකුවේ තැන්පත් කිරීමට පමාවීම.
මේ තත්ත්වය නැති කරන්න ඕනෑ. ගරු ඇමතිතුමා මේවාට උපදෙස් දෙන්න ඕනෑ.
- (ආ) ගබඩා වාර්තා තවත්තු කිරීම.
ඒ ගබඩාවල වාර්තා තවත්තු කර නැහැ.
- (ඇ) සේවකයින්ට අත්තිකාරම් ගෙවීම සහ නිරවුල් කිරීම.
ඒවා හරියට කර නැහැ.
- (ඈ) කිල වාහන පාවිච්චිය.
මේ ගැන කිසිම නීතියක් දමා නැහැ.
- (ඉ) ගමනාගමනය ප්‍රතිපූරණය.
ඒවා සම්බන්ධයෙන් ගණන් කිසි දෙයක් නැහැ.
- (ඊ) ඒකල කර්මාන්ත ශාලාවේ සේවකයින්ට රාජකාරී පැවරීම.
ඒවා කර නැහැ. රාජකාරියක් නැහැ. නමුත් සේවකයින් ඉක්මවා.
- (උ) ඒකල කර්මාන්ත ශාලාවේ නිෂ්පාදනයට අදාල වාර්තා තවත්තු කිරීම.
ඒවා කිසි දෙයක් කර නැහැ.

මේවා කරන්නය කියා මා පැහැදිලි කරනවා. මෙම වාර්තාවේ 38 වෙනි පිටුවේ—

සිරිල් මැතිව මහතා
(ශ්‍රී ලංකා සිරිල් මැතිව)
(Mr. Cyril Mathew)

මේවා සියල්ලටම උත්තර සපයා තිබෙනවා.

ආනන්ද දසනායක මහතා
(ශ්‍රී ලංකා ආනන්ද දසනායක)
(Mr. Ananda Dassanayake)

එහෙම නම් තමුත්තාත්සේට වහාම පරීක්ෂණයක් කරන්න සිදු වෙනවා, විගණකාධිපතිතුමාද හරි, එහෙම නැත්නම් සංයුක්ත මණ්ඩලයේ සභාපතිතුමාද හරි කියා බලන්න. සංයුක්ත මණ්ඩලයේ සභාපතිතුමා කියන එක ගැනවත්, විගණකාධිපතිතුමා කියන එක ගැනවත් විශ්වාස කරන්නේ නැතිව කවුරුත් හරි යොදවා තමුත්තාත්සේ පරීක්ෂණයක් කරන්න. ඒකයි, කරන්න තිබෙන්නේ. මේක නිකම්ම වහල දමා වලිච්චි කැමක් කරන්න බැහැ. [බාධා කිරීම්] තමුත්තාත්සේට විරුද්ධව තොටෙයි, මා කථා කරන්නේ. මේ සංස්ථාවලින් සිදු වෙන පාඩු අපි නැති කරන්න ඕනෑ.

මෙම වාර්තාවේ 38 වෙනි පිටුවේ මෙහෙම සඳහන් වෙනවා.
ආකේරණ :
1980 වර්ෂය තුළදී සංස්ථාව විසින් කැන්වස් පාවහන් නිෂ්පාදනය සඳහා—

தொண்டரின் காரண காரணியை
(சூழ உப தலைவர்)
(The Deputy Chairman of Committees)

Does the House agree to go on for another five minutes?

உறுப்பினர்
(அங்கத்தினர்)
(Members)

Aye.

சுபநாடகத்தின் காரணியை
(திரு. அனந்த தஸநாயக்க)
(Mr. Ananda Dassanayake)

—என் கருவியை விரைவில் 70,00,000 க்கு குறைக்கவேண்டும் என்று அரசாங்கம் நினைக்கிறது. அதற்குரிய நடவடிக்கை எடுக்கப்படுமா?

சுபநாடகத்தின் காரணியை 70,00,000 க்கு குறைக்கவேண்டும் என்று அரசாங்கம் நினைக்கிறது. அதற்குரிய நடவடிக்கை எடுக்கப்படுமா? அதற்கான நடவடிக்கை எடுக்கப்படுமா? அதற்கான நடவடிக்கை எடுக்கப்படுமா?

மேலும் குறைக்கவேண்டும் என்று அரசாங்கம் நினைக்கிறது. அதற்குரிய நடவடிக்கை எடுக்கப்படுமா? அதற்கான நடவடிக்கை எடுக்கப்படுமா?

சந்தையின் மீதான கரி, கட்டணம் போன்றவை.

சந்தையின் மீதான கரி, கட்டணம் போன்றவை.

Question proposed.

சுபநாடகத்தின் காரணியை : நாளை நாளை

தேசிய கட்டுத்தொழில் : ஆண்டு அறிக்கை

NATIONAL PAPER CORPORATION : ANNUAL REPORT

சிரிஸ் மதிவீ மனா
(திரு. சிற்றில் மத்திவீ)
(Mr. Cyril Mathew)

I move,

"That in terms of section 30 (2) of the State Industrial Corporation Act, No. 49 of 1957 and section 14 (3) of the Finance Act, No. 38 of 1971, the Annual Report of the National Paper Corporation being report incorporating the Auditor-General's observations for the year ended 31.12.1980 which was presented on 22.3.1984 be approved."

சந்தையின் மீதான கரி, கட்டணம் போன்றவை.

Question proposed.

சுபநாடகத்தின் காரணியை
(திரு. லக்ஷ்மன் ஜயக்கொடி)
(Mr. Lakshman Jayakody)

Sir, we want to know from the Hon. Minister actually why the cost of paper is so high. The cost of exercise books is high. Your newsprint is high though you are not having very bad debts from Government offices. If you had bad debts from Government offices, I can understand.

சிரிஸ் மதிவீ மனா
(திரு. சிற்றில் மத்திவீ)
(Mr. Cyril Mathew)

We do not produce newsprint.

சுபநாடகத்தின் காரணியை
(திரு. லக்ஷ்மன் ஜயக்கொடி)
(Mr. Lakshman Jayakody)

You do not produce even newsprint?

சிரிஸ் மதிவீ மனா
(திரு. சிற்றில் மத்திவீ)
(Mr. Cyril Mathew)

We do not produce because—

சுபநாடகத்தின் காரணியை
(திரு. லக்ஷ்மன் ஜயக்கொடி)
(Mr. Lakshman Jayakody)

Please do something about this crucial matter. Because the price of newsprint is high newspapers are costing more. The price of exercise books are high. Children cannot get their exercise books cheap today. I checked up the reason for this. The Paper Corporation at one stage did have them then gave them at cheap prices. But now they have stopped it. I do not know what they are doing now.

சிரிஸ் மதிவீ மனா
(திரு. சிற்றில் மத்திவீ)
(Mr. Cyril Mathew)

Regarding what?

சுபநாடகத்தின் காரணியை
(திரு. லக்ஷ்மன் ஜயக்கொடி)
(Mr. Lakshman Jayakody)

About exercise books and newsprint. But what I say is this. If Government departments owe this Corporation I can appreciate it, because we might be able to get hold of the Government Departments to recover the debts. But their debtors are not Government departments; their debtors are outside companies and various other people.

Now how are you going to collect that money? If the Government owes you, I can understand. We can make arrangements with the Auditor-General, the Treasury, the Corporation Chairmen and all the debtors to come there and say when they are going to pay the money and then adjust things according to the books.

But here trade debtors for this particular year—I do not know what it is up to this year—this is for 1980—Rs. 21,600,758, exercise book debtors Rs. 72, 480, newsprint debtors Rs. 1,782,743. How are you going to collect this money. Who are these debtors? Then there are other debtors, Rs. 71,864,891. Two sums of Rs. 917,690 and 538,433 are due from one individual. Who is this individual? Who is this man? Have you collected that money? Then there is another one. Of

[புள்ளிமேல் பதிலளிப்பது]

course, I do not blame him in this ease, Sir, because the Treasury is the debtor. The Treasury owes you money, Rs. 63,000. Why do they not give you this money? "Fefund of FEECS from the Treasury was set off against the loan instalment payable." Then there is another debt of Rs. 12 million. The final claim for Rs. 12 million due from the Ceylon Cement Corporation remains unsettled. Your one Corporation does not pay the other corporation. It goes on like that. I do not want to read all that because there is no time. The problem is that it may be misappropriation the Ceylon Cement Corporation which is now going in for loans owe this Corporation Rs. 12 million. They are going in for a loan from the Treasury, and do you think the Treasury will give this money to settle their debt? On this score, I personally would like to help the Hon. Minister and support him, but here we find that one of his corporations owes another of his corporations and now goes to the Treasury to pay them off. Ultimately it will be a drain on the Treasury. These are the famous organizations which the Hon. Minister wishes to have as an open economy, liberalized economy. This is how the liberalized economy works! They speak infusing young blood and training competent men and so on, but you see how this works as a vicious circle. Therefore, Sir, I think the Hon. Minister must have a closer look into this and I hope he will let us have later on a better picture, because it is going to be a terrific flop today and this may be a corporation that has to be wound up in the normal course.

புள்ளிமேல் பதிலளிப்பது. ஸார் ஸார் பதிலளிப்பது.
 வினா விடுக்கப்பட்டு ஏற்றுக்கொள்ளப்பட்டது.
 Question put, and agreed to.

நியோகர் கமிஷனரது
 (பிரதிச் சபாநாயகர் அவர்கள்)
 (Mr. Deputy Speaker)

Item 8.

புள்ளிமேல் பதிலளிப்பது
 (திரு. லக்ஷ்மன் ஜயக்கொடி)
 (Mr. Lakshman Jayakody)

The Hon. Minister is not here. We will let it stand down.

புள்ளிமேல்

புள்ளிமேல்

ADJOURNMENT

புள்ளிமேல் பதிலளிப்பது
 (திரு. எம். வினசன்ட் பெரேரா)
 (Mr. M. Vincent Perera)

I move,
 "That the Parliament do now adjourn.

புள்ளிமேல் பதிலளிப்பது
 வினா எழுதிக்கொடுக்கப்பட்டது.
 Question proposed.

நியோகர் கமிஷனரது
 (பிரதிச் சபாநாயகர் அவர்கள்)
 (Mr. Deputy Speaker)

The House has agreed to go on until we finish the questions.

புள்ளிமேல் பதிலளிப்பது
 (திரு. சந்திர ரணதுங்க — மாவனல்ல)
 (Mr. Chandra Ranatunga-Mawanelle)

Mr. Deputy Speaker, I wish to refer to a news item appearing in the "Island" of today on page 2. It says :

"Woman found hanging from kitchen roof

No JMO—so body rots for a week in house

The body of a young woman found hanging from roof of the kitchen of her house was allowed to decay inside the house for one week for want of a Judicial Medical Officer to perform the autopsy.

All attempts to get the services of a JMO by the Hunnagiriya police and the Teldeniya Magistrate failed till last Saturday.

A. G. Karunawathie's body discovered hanging from the roof of the kitchen in the morning of March 25.

The police called on the DMO Teldeniya but learnt that she was on leave. The alternative was the JMO Kandy.

The issue by now had reached the Magistrate of Teldeniya who wrote to the JMO, Kandy on Friday to make arrangements to perform the postmortem examination. The Acting JMO at the time replied that he was unable to attend to the postmortem examination.

It was the sixth day since the woman died. The body was partly decomposed by the time."

Sir, I thought of bringing this to the notice of the Hon. Minister because this type of thing happens not only in Kandy but in other Districts as well. This happened in Kegalle District about three times during the last six months. About three months ago a Muslim person was stabbed or clubbed to death. We know that Muslim people normally bury the dead within twenty-four hours. Therefore, the relatives of the deceased came to me and asked me to do everything possible to get his body after the necessary post-mortem and other examinations. I contacted the police, the magistrate and the DMO. I must say that the police and the Magistrate were very helpful. They did the necessary examination very early and asked the DMO to conduct the post-mortem examination. At the time there was an acting DMO at Kegalle. There were a number of doctors at the hospital. In spite of the fact that there were about six doctors at the hospital the acting DMO refused to order any of the doctors to perform the post-mortem examination on the ground that there were not sufficient doctors at the hospital. The cadre was very much more and there were only six doctors. They were over-worked he said, and therefore he did wish to burden those doctors with the task of performing the post-mortem examination.

Now, this is the type of thing that happens, and as a result the people are made to suffer. When a person dies either by accident or as a result of some violence, then the relatives are keen to take the body out and bury it. Now, when this type of thing happens it is a terrible inconvenience and worry to the relatives. Sir, we know that the Hon. Minister is rather helpless because there is a shortage of doctors in the Island. But even at this stage I would like to ask as to why—now that we have allowed doctors to go abroad or leave the Government Service even immediately after they pass out of the Medical College—until such time as we have a sufficient number of doctors to serve our people, the Hon. Minister should not take action to keep these doctors in the Island and give them time to serve the people of the country.

ලක්ෂ්මන් ජයකොඩි මහතා
(ති. ලක්ෂ්මන් ඉයාකොඩි)
(Mr. Lakshman Jayakody)

Sir, I gave notice of this question to the Hon. Minister of National Security and Deputy Minister of Defence. I find he is not here but the earlier Deputy Minister is here.

නියෝජ්‍ය කථනායකතුමා
(චිරතිස් සභානායක අවරුණන්)
(Mr. Deputy Speaker)

The hon. Minister of Defence will reply.

ලක්ෂ්මන් ජයකොඩි මහතා
(ති. ලක්ෂ්මන් ඉයාකොඩි)
(Mr. Lakshman Jayakody)

He is the Minister for Internal Security. Has the Minister asked you to reply.

ආනන්ද දසනායක මහතා
(ති. ආනන්ද තෙන්නායක)
(Mr. Ananda Dassanayake)

He is acting.

ලක්ෂ්මන් ජයකොඩි මහතා
(ති. ලක්ෂ්මන් ඉයාකොඩි)
(Mr. Lakshman Jayakody)

I find that there is a lot of confusion in the minds of various people in this country pertaining to the figures that we trot out not only in this House but also by various letters with regard to the Sri Lankans, with regard to Indians and Stateless people of Indian origin in this country. It is a very serious matter because citizenship is something that is very sacrosanct. I have been dealing with this subject and before I come to that I would like to let the House know that I learned how to deal with this subject from no other person than the late Mr. Dudley Senanayake. When I became the Deputy Minister of Defence, I got permission from my Leader at that time, Mrs. Bandaranaike, to see the late Mr. Dudley Senanayake on the matter, because I wanted to find out what Mr. Dudley Senanayake's

procedures were in granting citizenship. One day he asked me to come to "Woodlands", and I went there. He kept me for about an hour and he explained to me his policy. Now, that policy was not on a party basis but on a national basis, because we love our country and we have to safeguard it from any threat that comes from any quarter pertaining to citizenship.

We are aware that there are two Agreements. One is the Sirima-Shastri Agreement and the other is the Sirima-Indira Agreement. I ask this question to bring up to date, till 31st December 1983, the following figures.

Two days ago, Sir, we had a committee meeting of the Consultative Committee of Foreign Affairs, and, I myself asked the very same question and the Minister for Foreign Affairs gave me certain figures which go to prove beyond doubt that we need not absorb a single person into this country. If at all we have to absorb, it is nothing more than 25,000 plus or minus. We have been talking, and we have been promising people that we are going to absorb 97,000 people in to this country, but ultimately what did we find?

I would like to bring out these figures for his own knowledge so that he may use it. Now, Sir, the number that applied for Indian citizenship, as at 31.12.83, was 507,000 people and the number recognized by India was 413,315 people. Now, what happened to the balance? 507,000 people applied. India recognized only 413,315. There is a balance that India must recognize to make up 600,000. That figure was given with the natural increase by the Ministry of Foreign Affairs. Then, Sir, under the repatriated ratio, we have sent away 317,626 people, plus the natural increase. In other words, in this country there are 413,315 people holding Indian passports minus 317,626 people, totalling up to a lakh of people or just less than a lakh. A lakh of people are in this country having Indian passports, not sent out. They have decided they are Indians. The Indian government has decided that they are Indians, but they are still in this country. And this is one figure.

How did we perform on our side? The number of people who applied for Sri Lankan citizenship should go up. That means, 468,000 people. The number recognized by Sri Lanka was 375,000. So we have performed our task. We promised them, under the Sirima-Shastri Pact, that we are going to take in 375,000. We have recognized that amount of 375,000 and that figure was given to me by the Ministry of Foreign Affairs. The number already granted citizenship according to the 7 : 4 ratio, is 189,767 plus the natural increase. Then, Sir, what I want to know is this. Will he give the figures up to 31.3.84, that is, March 31st? An efficient government, an efficient department must have that figure up to date.

[ලක්ෂමන් ජයකොඩි මහතා]

I can recollect during the time of the last government, I used to have monthly press interviews and the first question that I was asked was "How many did you repatriate and how many did you give citizenship to?" That question was there like a prayer from these press officers who used to come, and out came the figure up to the very date. He must give us this figure up to 31.3.84.

Now, Sir, there is a query to find out whether there are any refugees in India. They say there are refugees in India. I think last evening the State Minister for Foreign Affairs—I think it was Mr. Rahim—had said that there are 30,000 people there. We would like to know, within that 30,000 who are the people who have applied for Ceylon citizenship? Are there people who applied for Indian citizenship? Now that is also not know. Please check that from the Indian Government. Then, Sir, of the above figure, how many applied for Indian citizenship and for Sri Lanka citizenship under the two pacts? Now these figures you must produce to this House.

In order to keep the record up-to-date and also make it available to Parliament monthly, will the Hon. Minister direct the Controller of Immigration and Emigration, the Assistant Secretary for Defence in charge of the subject to keep the statistics accordingly? If not why? You must get that department to brush up things.

This is my last question and I hope you will start operating on this. Of the number that applied for Sri Lankan citizenship and not recognized, will he interview the 97,000 applicants and identify who would be willing to obtain Indian citizenship in order to target the figure of 600,000? The Hon. Minister said there are 97,000 we should absorb. What I ask the Government is, please interview these 97,000 applicants and see from them whether there are any people who are prepared to go. I will be one hundred per cent sure today that most of them want to go and then you might even reach that target of 600,000. Then what happens is you need not absorb a single person here. But I am made to understand that it will be a plus or a minus of about 25,000. There are 97,000 people here, whom we are trying to absorb. Ask them. Call for them, get their applications out, and find out from them whether they are prepared to stay in this country or whether they want to go now. At that time they may not have decided. Ask them? Have you done that? Therefore, we must adhere to that Pact. We are prepared to absorb 375,000 and the natural increase.

Once again, I urge this Government and I would request the Hon. Minister not to change this ratio. When you send away seven people, you absorb four here. Please do not change this ratio. I can remember

the night when they decided on this ratio. It was a battle between Mr. Shastri and Mrs. Bandaranaike. At one stage they said, "nothing doing". How many times did we get up and try to walk out. But ultimately, I must say, if at all we have to put up a statue in this country for an outsider, it is to Mr. Lal Bahadur Shastri, because he was a great gentleman with a great heart. He decided that he was going to take seven and the natural increase and asked us to take four when the problem was really ours. That is why I say Indian friendship is very necessary.

I am not going to speak on all the other comments that have been made in this country by very important people against a friendly nation. It is not going to help us. We can be all patriotic. Everything is there with us but when it comes to the crux of the matter, when the problem arises—We saw one day when they said "කොටස එකට" how they ran! That is why I make this request.

I do not think the relationship between India and Sri Lanka has been ever at this lowest ebb. Let us retrieve it. Let one of the members of the Government go to India. There is a competent person that you have now, and I request the Hon. Minister to pass this information to him. Go to India, meet them, talk with them and try to solve it. Take the initiative and I am sure you will succeed, because I know India is not there to always harass us but to extend a friendly hand to us. They do not want to have enemies. Do you or we want to have enemies? I do not think so. No one would like to have enemies. Please take that step. It may be that the time is too late. I do not think so. Please take the next step. Send your best man to India to discuss the matter.

I would finally urge you to see about these 97,000 people. Ask them whether they are prepared to go, and if they are prepared to go, negotiate with India and send them, and you will go very close to the mark of 600,000. I make this request in earnest, Sir.

ගරු කෘෂිකර්ම ඇමතිතුමාගෙන් ප්‍රශ්නයක් ඇසීමටත් මම කල් දී තිබෙනවා. කොශ්ගල ගොවිජන සේවා මධ්‍යස්ථානයේ පොහොර මිලදුණාගාරයේ සේවය කරන සේවකයින්ට ඉකුත් පස්වස තුළ කී වතාවක් වැටුප් වැඩි කර තිබෙනවාද? 1982 අයවැයෙන් වැඩි කර ඇති රුපියල් 100 දීමනාව එහි සේවකයන්ට ගෙවනවාද? 1981 කම්කරු දෙපාර්තමේන්තුව වෙත එහි සේවකයින් විසින් කරන ලද ඉල්ලීමක් අනුව පසුගියද කරන ලද පරීක්ෂණයකින් පසු එම සේවකයන්ට වැටුප් වැඩි කරන ලෙස තීරණය කර තිබෙනවාද? එම තීරණය ක්‍රියාත්මක කර තැන්ම වගාම එය ක්‍රියාත්මක කරනවාද?

මේ ප්‍රශ්නය ගැන ගරු කෘෂිකර්ම ඇමතිතුමා කරුණාකර පරීක්ෂා කර බලා අවශ්‍ය තීරී පියවර ගන්නවා ඇතැයි මම බලාපොරොත්තු වෙතනවා.

අ. හ. 455

වෛද්‍යවාරය රටේ අපතක් මගහ (සෞඛ්‍ය ඇමතිතුමා)
(டாக்டர் ரஞ்சித் அத்தபத்து — சுகாதார அமைச்சர்)
(Dr. Ranjith Atapattu Minister of Health)

Mr. Deputy Speaker, I am very thankful to the hon. Member for Mawanella (Mr. Chandra Ranatunga) for having raised this question, because I know that he has interests of the health of this country at heart, because he has done an excellent job in his electorate, and as such, sometimes when paper reports appear even if we send an official reply, I think it is not as effective as a reply in Parliament. *(Interruption)* — I thought the hon. Member for Kotmale (Mr. Ananda Dassanayake) has spoken enough during the last two or three days. At least he must allow me to answer this question.

Regarding the question, the area where the death has occurred comes under the judicial coverage of the D.M.O. Madugoda. This post is vacant for the reason mentioned by the hon. Member. The District Hospital at Teldeniya which is the neighbouring hospital, has been evacuated due to the Victoria Project, and the new hospital at Karaliyedda is only at the moment functioning as an O.P.D. and we do not have a D.M.O. stationed there. Now, the J.M.O. in Kandy is on earned leave, and the Professor of Forensic Medicine of the University of Peradeniya has very kindly, in writing, given us an undertaking that he will do all the judicial work in the Kandy District, and up to now he and his staff has splendidly performed this duty. Unfortunately, there has been a breakdown in communication here and this unfortunate delay has occurred. We have looked into it. We have not been able to find out as to why there was this time lag.

As for the question he mentioned about Kegalla, I think it should have been brought to our notice, because when a Magistrate orders a post mortem to be

done, the doctor has to see that it is carried out. I do not think it was correct for him to have not released a medical officer or himself has undertaken that job. I am very thankful for him for having brought that also to my notice.

ටී. බී. වේරපිටිය (ඇමතිතුමා)
(திரு. T. B. வேரப்பிற்றிய— அமைச்சர்)
(Mr. T. B. Werapitiya—Minister)

Sir, I do not know why the hon. Member thinks that we are not going to give him a full reply. The only thing is that there is hardly any time to prepare this reply, so that I am not in a position to give it today. But I will inform him in due course.

එස්. එස්. අබේසුන්දර මහතා (கிளேர்சு காணொலிகை உபத்தியோக உதவி)
(திரு. எஸ். எஸ். அபேசுந்தர — விவசாய அபிவிருத்தி, ஆராய்ச்சிப் பிரதி அமைச்சர்)

Mr. S. S. Abeyundera—Deputy Minister of Agricultural Development & Research)

I will be answering the question later on.

ප්‍රශ්නය විමසන ලදීත්, සහ සම්මත විය.

வினா விடுக்கப்பட்டது. ஆற்றுக்கொள்ளப்பட்டது.
Question put, and agreed to.

පාර්ලිමේන්තුව ජව අනුකූලව අ. හ. 459 ව අද දින
සහසම්මතව අනුව, 1984 අප්‍රේල් 6 වන සිකුරාදා පූ. හ. 9 වන
තෙක් කල් ගියේය.

இதன்படி பி. பி. 4.59 க்கு, பாசன அமைச்சர் ஒரு
வாறு இன்றைய திட்டமாத்புள்ளிகளில், 1984, அப்
ரில் 6, வெள்ளிக்கிழமை பூ. ப. 9 மணிவரை
ஒத்திவைக்கப்பட்டது.

*Adjourned accordingly at 4.59 p.m. until 9 a.m.
on Friday, 6th April 1984, pursuant to the
Resolution of the Parliament this Day.*

the doctor has to see that it is carried out. I do think it was correct for him to have not released a copy of himself, has undertaken that job. I am very thankful for him for having brought that also to my notice.

**பரீட்சை
அத்யயனம்
APPENDIX**

Mr. Deputy Speaker, I am very thankful for the hon. Member for Mawambi (Mr. Chandra Ramanujam) for having raised this question, because I know that he has interests of the health of this country at heart, because he has done an excellent job in his electorate, and as such, sometimes when I read an official reply, I reply in Parliament, so that I am not in a position to give it today. But I will inform him in due course.

Mr. S. Ayyaswami—
Member thinks that I will reply. The only thing is that there is a delay in preparing this reply, so that I am not in a position to give it today. But I will inform him in due course.

At least he must allow me to answer this question. Regarding the question, the area where the death has occurred comes under the judicial coverage of the D.M.O. Madugoda. This post is vacant for some time mentioned by the hon. Member. The at Teidenya which is the neighbouring hospital, has been evacuated due to the Victoria Project, and the new hospital at Karaiyevada is only at the moment functioning as an O.P.D. and we do not have a D.M.O. stationed there. Now the J.M.O. in Kandy is on earned leave, and the Professor of Forensic Medicine of the University of Peradenya has very kindly in writing, given us an undertaking that he will do all the judicial work in the Kandy District, and up to now he and his staff has splendidly performed his duty. Unfortunately, there has been a breakdown in communication here and this unfortunate delay has occurred. We have looked into it. We have not been able to find out as to why there was this time lag.

**கர்மாவண ன விருக கட்டிவு குமலிவு விசின னயண கரண குடி திவிசுமி கெடுமிசற
கைத்தொழில், விஞ்ஞான அலுவலகர் அமைச்சர் சமர்ப்பித்த நகல் உடன்படிக்கை
DRAFT AGREEMENT TABLED BY MINISTER OF INDUSTRIES AND SCIENTIFIC AFFAIRS**

**TRINCOMALEE TANK FARM
DEVELOPMENT PROJECT AGREEMENT**

Mr. S. Ayyaswami—
Development & Research
I will be answering the question later on.

As for the question he mentioned about Kegalai, I think it should have been brought to our notice because when a Magistrate orders a post mortem to be

Mr. S. Ayyaswami—
Development & Research
I will be answering the question later on.

NATURE OF AGREEMENT: Joint Investment in Sri Lanka

NO:

THIS AGREEMENT made and entered into at COLUMBO on this..... day of in the year One Thousand Nine Hundred and Eighty Four.

BETWEEN

PARTIES:

Local

Investor : 1. The CEYLON PETROLUUM CORPORATION, a body corporate established under the Ceylon Petroleum Corporation Act No. 28 of 1961 (hereinafter called and referred to as "CPC" which term shall mean the Ceylon Petroleum Corporation and includes its successors or assigns) as a promoter local investor and co-equity shareholder presently having its principal office at 113, Galle Road, Kollupitiya, Colombo 3, SRI LANKA, of the ONE PART.

AND

Foreign

Investors: 2. OROLEUM. (FAR EAST) PTE LTD., SINGAPORE (being a wholly owned subsidiary of Oroleum International, Ltd., Bermuda) having its principal place of business at Jit Poh Bldg., 19, Keppel Road, Singapore 0208.

3. OIL TANKING LONDON B.V. (being a wholly owned subsidiary of OIL TANKING GMBH, WEST GERMANY) having its principal place of business at Noordzeeweg, 1097 AS Amsterdam, Netherlands, and

4. TRADINAFT S.A. GENEVA, SWITZERLAND, having its principal place of business at 10, Cours de Rive, 1211 Geneva 3, Switzerland, all foreign investors, promoters and co-equity shareholders and represented respectively by :

NAME	DESIGNATION
1. MR. DOUGLAS H.MILLER	Managing Director of Oroleum
2. MR. EDMUND LANGE	RAAD van Commissarissen of Oil Tanking
MR. DIRK W. DONDORP	Per Pro, for Oil Tanking
3. DR. ETIENNE VAN HOVE	Attorney of Tradinaft

who are duly authorised by the respective parties to act on their behalf as co-promoters of (LANKA) LIMITED which is to be incorporated in SRI LANKA under the Companies Act as a company wholly or partly owned in shares by the respective party/ies or by their Nominees who wish to continue with the Trincomalee Entrepot Project under clause 28 (hereinafter called and referred to as 'FOREIGN INVESTOR') which term shall before incorporation of (LANKA)

LIMITED mean the parties aforesaid jointly and severally and after incorporation shall mean (LANKA) LIMITED and where the context so requires shall include its successors assigns and receivers of the OTHER PART or any one or more of the Parties 1, 2, 3 or 4.

PREAMBLE

WHEREAS CPC warrants that under an arrangement with the Republic of SRI LANKA CPC is seised and possessed of the Tank Farm in TRINCOMALEE together with all its pipes, jetties, buildings, piers and the right to use the onshore and offshore areas in the Cheenanwadi and China Bay areas.

AND WHEREAS the Foreign Investor aforesaid has represented to CPC that with their affiliates, subsidiaries and other Companies in their respective Groups and their worldwide network of offices, they are engaged in -

marketing hydro-carbons, petro-chemicals operating and chartering their own and chartered tankers, barges and other vessels;

owning and operating pipeline systems;

owning and operating oil storage terminals in onshore areas in various parts of the world

and have financial background, technical knowledge, know-how and personnel skills to rehabilitate, develop, construct or re-construct the Tank Farm and operate the Tank Farm as a modern international storage and terminal facility through a company incorporated in Sri Lanka with shares partly or wholly owned by the Foreign Investor and CPC.

AND WHEREAS CPC desires to allow Foreign Investor to commence the TRINCOMALEE ENTREPOT PROJECT and to rehabilitate, develop, construct or re-construct tanks and facilities, maintain, operate and manage the Tank Farm for the delivery and storage of petroleum and other products as hereinafter specified and to operate as a modern international storage terminal in SRI LANKA subject to the terms and conditions herein contained.

AND WHEREAS Foreign Investor is willing to commence the TRINCOMALEE ENTREPOT PROJECT and to rehabilitate, develop, construct or re-construct tanks and facilities, maintain, operate and manage the Tank Farm for the delivery and storage of petroleum and other products as hereinafter specified and to operate as a modern international storage terminal in SRI LANKA subject to the terms and conditions herein contained.

AND WHEREAS the Foreign Investor has agreed to take 84% (eighty four per centum) equity in and CPC has agreed to take 16% (sixteen per centum) Equity in the Sri Lanka Company to be promoted and formed for this purpose subject to the terms and conditions herein contained.

NOW THIS AGREEMENT WITNESSETH that in pursuance of the foregoing premises the parties hereto have agreed as follows:-

INTERPRETATION

INTERPRETATION

1. In this Agreement unless the context otherwise requires 'AREA OF OPERATION' means the onshore and waterfront areas specified in the First and Second Schedules to this Agreement and includes such other onshore and offshore areas as shall be granted under Clause 6 to Foreign Investor for the purpose of carrying on the activities of Foreign Investor.

'TRINCOMALEE ENTREPOT PROJECT' means the business of Foreign Investor in SRI LANKA as specified in Clause 4 and includes all the activities of Foreign Investor in the area of operation within the scope of this Agreement.

"TANK FARM" means the area presently described in the First and Second Schedules, approximately in extent 676 acres including tanks, pipes, buildings, jetties, piers etc., in the CHEENANWADI and CHINA BAY areas in the District of TRINCOMALEE.

'OIL' includes petroleum oil, petroleum products, crude oil, liquid chemicals, mineral oil, vegetable oil, petroleum products separated from slops and ballast and other and further liquid chemical or petroleum products as may be stored in the tanks in the Tank Farm.

Formation of Sri Lanka Company

2(a) It is hereby agreed by and between the promoters that the Foreign Investor shall take 84% (Eighty four percentum) equity shares and CPC shall take 16% (Sixteen percentum) equity shares in the company to be formed and such contributions to be made from time to time to the equity as the occasion may require provided further that CPC shall have the option of taking a further 35% (thirty five percent) (not more-not less) making a total taking of 51% (Fifty one percentum) of the equity shares on the terms and conditions stipulated in Clause 66, the Foreign Investor then having 49% (forty nine percent).

HEADING OR
MARGINAL NOTES:

2(b)(i) The headings and marginal notes used in this Agreement are for convenience and easy reference only and shall not affect nor have any effect on the construction or interpretation of this Agreement or any term thereof.

REFERENCE

2(b)(ii) Unless otherwise specified, all Clauses and Section references contained in this Agreement are to the Clauses and sections hereof.

DIRECTIVES:

3. In the implementation of the terms of this Agreement and in the performance of the functions under this agreement CPC and Foreign Investor shall adhere to and comply with all directives in the interests of its national security defence of the Country and its foreign policy, that may be given from time to time by the Government of SRI LANKA.

THE BUSINESS OF THE FOREIGN INVESTOR:

4. In consideration of the monies payable to CPC as hereinafter set out and subject to the terms and conditions herein contained CPC does hereby allow and permit Foreign Investor subject to para (b) of Clause 50 to carry on the businesses herein described in para (a) and para (b) of this paragraph (hereinafter called and referred to as Trincomalee Entrepot Project) in the area of operation.

(a) The business of operating an entrepot storage terminal including -

(i) The business of providing storage facilities in the Tank Farm for petroleum, crude oil, refined petroleum products, other hydrocarbons, mineral oils, vegetable oils, solvents, petro-chemicals, liquid chemicals and other allied products;

- (ii) The business of blending petroleum and other products stored at the terminal and undertaking cleaning of tankers;
 - (iii) The business of receiving, separating and storing oily slops from vessels and buying and selling same including tank residues;
 - (iv) The business of providing lightering for petroleum and allied products in the area of operation;
 - (v) The business of providing marine bunkers in Trincomalee;
 - (vi) The business of international and domestic delivery and/or sale to CPC of petroleum, oil, gas, petroleum products; and
 - (vii) The business of doing all such and other things as are incidental or conducive to the attainment of the objectives mentioned in (i) to (vi) above.
- (B) (i) The business of refining petroleum oil and other petroleum products;
- (ii) The business of carrying out petroleum, oil, synfuels, gas and other energy related processes; and
 - (iii) The business of doing all such and other things as are incidental or conducive to the attainment of the objectives mentioned in (i) to (ii) above.

LEASE, POSSESSION, ACCESS, DEVELOPMENT ETC

LEASE AGREEMENT:

- 5.(a) For the purpose of Foreign Investor carrying out all or any of the businesses mentioned in Clause 4, CPC agrees to lease and demise to Foreign Investor within a period of one year from the date of signature of this Agreement or such other or further period as may be mutually agreed upon, all such onshore areas and premises described in the First Schedule hereto, for a period of 20 years from the date of commencement of commercial operation.
- (b) CPC shall also make available all such offshore areas abutting the land described in the First Schedule and which are more fully described in the Second Schedule herein.

(c) CPC shall further make available to Foreign Investor during the continuance of this Agreement, but subject to Clause 31(d) adequate waterfront and offshore area at the North side of Sober Island for alongside Jetty facilities and/or at Round Island for SPM facilities. The exact location of such facility shall be determined by mutual agreement between CPC and Foreign Investor with the concurrence of the appropriate authorities.

(d) It is, however, understood and expressly agreed by and between the parties that in the event Foreign Investor wishes to carry on an entrepot business of storing coconut oil or any other business pertaining to and in respect of coconut oil, specific prior written approval must be obtained by Foreign Investor from CPC and the relevant Government Authority for such storage or carrying out any other business as aforesaid, which approval shall not be unreasonably withheld.

(e) CPC shall also secure permission from the appropriate authorities of the Government of Sri Lanka for Foreign Investor to lay connecting pipelines under the sea bed into the Tank Farm area and to provide other and further facilities incidental and conducive to the carrying out of the business of the Foreign Investor.

(f) Notwithstanding the entering into the Indenture of Lease between the parties, Foreign Investor, shall have the power and right to implement the project in the area specified in Schedules 1 and 2 hereof in accordance with the terms and conditions of this Agreement and to commence commercial operation.

ADDITIONAL ONSHORE AND OFFSHORE AREAS FOR THE BUSINESS OF THE FOREIGN INVESTOR:

6. Should the Foreign Investor require any additional onshore and offshore areas and/or facilities other than those areas or facilities mentioned in Clause 5, for the provision of onshore and offshore facilities, mooring and additional wharfage and for purposes of the business of Foreign Investor, Foreign Investor and CPC shall from time to time mutually agree on the extent of such onshore and offshore areas and the additional facilities required, the time at which such onshore and offshore areas and facilities are to be provided and the amount to

be paid by the Foreign Investor to CPC for same, and on such agreement being arrived at CPC with the concurrence of the Minister to whom the subject of lands is for the present assigned or such other relevant authority for the time being in charge shall make available to the Foreign Investor such areas or facilities.

LEASE RENT:

7 (a) THE FOREIGN INVESTOR shall pay USD 101 (One Hundred and One US Dollars) per annum as lease rent to CPC within thirty (30) working days after the completion of each twelve (12) month period from the date of commencement of commercial operation;

(b) Stamp duty and other expenses in executing the Indenture of Lease shall be borne equally by CPC and the Foreign Investor.

PEACEFUL POSSESSION BY THE FOREIGN INVESTOR:

8. The Foreign Investor duly observing and performing the several covenants and conditions contained in this Agreement shall and may hold, occupy and enjoy the demised premises and carry on business therein during the said term without any interruption or disturbance from or by CPC or its agents and servants or any persons or authority deriving title or interest from CPC and to the best of CPC's ability from any other person.

9. The demised premises shall be used by the Foreign Investor solely for the purpose for which this Agreement is entered into in accordance with the terms and conditions set out in this Agreement.

RIGHT TO ACCESS:

10. CPC shall from time to time and at all times during the continuance of this Agreement provide and grant to the Foreign Investor and its Contractors, sub-contractors, consultants, invitees, agents and employees right of free and peaceful ingress and egress to and from the said premises and all adjacent areas and to the use of all facilities under this Agreement.

NATURAL RESOURCES OWNED BY CPC:

11. Notwithstanding the said Lease all mines, minerals, quarries and all underground resources including petroleum, water and whatsoever resources in and under the said premises (hereinafter called the said RESOURCES) shall continue to belong to CPC and/or person and/or any authority for the time being entitled to the benefits of the said Resources and CPC and/or person and/or authority for the time being entitled to the same shall have the right of free and peaceful ingress and egress in respect of the said premises for the purpose of obtaining the benefit of the said Resources;

subject, however, to the payment of appropriate compensation to the Foreign Investor for disturbance and/or loss arising from and out of the work of exploiting the said Resources.

The grant of the lease shall not entitle the Foreign Investor to any interest in and/or in respect of the said Resources.

Provided, however, notwithstanding anything stated above, Foreign Investor shall have the right to take and use from the said premises free of charge such amount of underground water, rain water, surface water and sea water as is necessary for the due and proper operation of the business of the Foreign Investor under this Agreement, and for that purpose the Foreign Investor shall have the right to sink wells and build reservoirs and provide other facilities and works including overhead tanks and CPC shall give or obtain the necessary authority for this purpose.

RIGHT TO CPC TO ENTER:

12. CPC and/or its servants and/or its agents or any state authority with the sanction of CPC shall have the right to enter upon the said premises or part thereof for the purpose of performing its functions under the Agreement including the provision of amenities, utilities, power supply and telecommunications in the said premises, provided, however, that the said entry shall not interfere with the business of the Foreign Investor and shall be exercised in a reasonable manner.

PLANS AND CONSTRUCTIONS TO BE APPROVED BY APPROPRIATE AUTHORITIES:

13. The Foreign Investor shall construct on the said premises such buildings, tanks, piers, jetties and other requirements as are necessary for the purpose of carrying out its business in SRI LANKA but in accordance with the plans and specifications as approved by the appropriate

authorities or any other authority having jurisdiction over the area. CPC shall not withhold its consent, if its consent is necessary or pre-requisite to obtaining any such approval or licence, and CPC shall assist the Foreign Investor in obtaining such permission and licence from the local authority or any other authority having jurisdiction over the area. The fee or fees payable for such approval and/or licence shall be paid by CPC.

RULES AND REGULATIONS OF LOCAL AUTHORITY TO BE COMPLIED WITH:

- 14(a) The Foreign Investor shall at all times in the carrying out of all its business in the said premises comply with and observe all laws requirements and by-laws including the laws, International laws standard and requirements and statutory provisions relating to labour as well as rules and by-laws laid down by any authority having jurisdiction over the areas relating to sanitation, health, safety, planning, pollution and environment.
- (b) CPC shall on request to that effect by the Foreign Investor advise the Foreign Investor as soon as possible, as to the requirements of the laws, regulations and statutory provisions and rules relating to sanitation, health, safety, planning, pollution and environment, and shall assist the Foreign Investor in obtaining such approvals and licences as are necessary for the purpose of the business of contractor from the appropriate authority or body. The fee or fees payable for such approvals and/or licence shall be paid by CPC.
- (c) The Foreign Investor shall not be liable in respect of any claims from third party or CPC made at whatever time in respect of any or as a consequence of any environmental pollution, situation or state of the Tank Farm or in respect of any transaction prior to or at the time of the take over of the Tank Farm and CPC shall keep the Foreign Investor indemnified against all such claims.

NO SUB-LETTING WITHOUT APPROVAL OF CPC:

15. Subject to Clause 23, the Foreign Investor shall not sub-let, lease or assign or part with possession of the said premises or any part thereof without the prior written consent of CPC.

ALLOCATION OF TANKS, OIL USE AND MAINTENANCE

TANKS (EXCEPT 4) AT THE TANK FARM TO BE
PUT INTO WORKING CONDITION BY THE
FOREIGN INVESTOR:

16. The Foreign Investor shall rehabilitate, develop and put into proper working condition all such tanks, pipes, jetties, piers as are agreed in accordance with Clause 31(b) except the four (4) tanks, which at the time of entering into this Agreement are in the possession of PRIMA CEYLON LTD. These four (4) tanks shall also be rehabilitated, developed and put into working condition after they have been taken over from PRIMA CEYLON LTD., and made available to the Foreign Investor.

TANKS TO CPC FREE OF CHARGE:

17. The Foreign Investor shall as soon as possible, but within the time specified in Clause 31(b), rehabilitate and put into proper working condition as agreed in accordance with Clause 31(b) the above said tanks and make available to CPC six (6) tanks for its use free of any fee, charge or duty. Should CPC require for its use tanks in excess of six (6) tanks but up to a maximum of ten (10) tanks, then CPC shall pay for such usage of additional tankage at the rate of 1.386 US Cents per metric ton per day of actual storage. It is understood that CPC will endeavour to make available to the Foreign Investor the four (4) tanks currently used by Prima Ceylon Limited within a period of one year from the date of signing of this Agreement. CPC shall ensure the interchange of the contents of the aforesaid tanks to four (4) other tanks and make over the aforesaid tanks to the Foreign Investor if so required by the Foreign Investor for operational or technical reasons.

NOT TO USE FOR ANYTHING OTHER
THAN BUSINESS OF THE FOREIGN INVESTOR:

18. Without prior consent of CPC, the Foreign Investor shall not use or permit or suffer the said demised premises, tanks, pipelines, jetties, piers and other constructions or equipments to be used for any other purposes other than those which are necessary for the carrying out of the business of the Foreign Investor.

THE FOREIGN INVESTOR'S RIGHT TO BUILD
INFRASTRUCTURES, ADDITIONAL TANKS AND FACILITIES:

19. The Foreign Investor shall, if it so decides, have the right with notice to CPC to build and construct the infrastructure, inplants, equipment, additional tanks and facilities and to maintain and operate the same.

However, subject to Clause 16 of this Agreement, the said right of the Foreign Investor shall not be construed as an obligation imposed by this Agreement on the Foreign Investor.

DUTY TO MAINTAIN:

20. The Foreign Investor shall during the continuance of this Agreement maintain in good and proper condition land, buildings and all the tanks, pipelines, jetties, piers and other equipment as agreed in accordance with Clause 31(b). The Foreign Investor shall also maintain the six (6) tanks reserved for CPC without charging CPC for such maintenance. However, if the tanks reserved for CPC need extensive maintenance, repairs and replacements due to CPC's faulty or negligent or improper use of the tanks or due to the nature of the substance or material stored in the tanks or due to the non-normal use of the tanks, CPC shall reimburse the Foreign Investor the expenses incurred in such maintenance, repairs or replacement.

DUTY TO REPAIR:

21. The Foreign Investor shall keep the tanks, pipelines, jetties and piers as agreed in accordance with Clause 31(b) in good repair, order and working condition.

CPC TO CONFER WITH THE
FOREIGN INVESTOR REGARDING MAINTENANCE:

22. The Foreign Investor shall permit CPC or its agents, servants or workers of CPC authorised in writing in that behalf, to have access at all reasonable times to the said tanks, pipelines, jetties, piers and to every part or portion thereof to view, examine, test and inspect their condition and confer with the Foreign Investor concerning any necessary maintenance and/or repair that may be required, such maintenance and repairs shall be at the sole expense of the Foreign Investor.

EXCLUSIVE RIGHT TO USE/HIRE TANKS:

23(a) The Foreign Investor shall have the exclusive right to use/rent out or hire the tanks, except those reserved for CPC. The Foreign Investor shall have the power and authority to select its own customers, to provide storage facilities in the said Tank Farm and charge such rates and rentals as may be determined from time to time by the Foreign Investor, at its sole discretion, considering the facilities to be provided and all other relevant facts and circumstances subject to the provisions of sub-para(b) hereof it being agreed that in the exercise of the power and authority to select its own customers, the Foreign Investor shall ensure that such selection is made strictly on a commercial, competitive and non-discriminatory basis.

Provided the Foreign Investor shall take all steps reasonably within its powers to ensure that it does not rent or hire or service or supply bunkers to any customer, naval vessel, any ship, vessel or air craft who or which may store or use such oil for military purposes.

(b) CPC shall in respect of the Tank Farm have the right to direct the Foreign Investor not to rent or hire or service or supply bunkers to any customer, naval vessel, any ship, vessel or air craft who or which stores or uses such oil for military purposes, such directions being given in writing by a reasonable advance notice. Any such directions when given by CPC shall be complied with by the Foreign Investor.

(c) The Foreign Investor may with the written permission of CPC (such permission not being unreasonably withheld) use or rent out the six (6) tanks or parts thereof which are for the time being not in use by CPC. The Foreign Investor shall pay for such use of tanks or parts thereof a sum of money calculated at 75% of the prevailing market rate for such use or rental and the above provisions and rates shall likewise apply when CPC makes use of the tanks allocated to the Foreign Investor.

(d) CPC shall use the tanks assigned to it exclusively for its use and for the supply of marine bunkers to its customers and for this purpose CPC shall have the right to use use of existing offshore Jetty/ies repaired or renovated and/or any SPM or alongside berth facility constructed or installed by the Foreign Investor and facilities allied to the use of the above, by mutual agreement with the Foreign Investor, and within normal operating standards of the Tank Farm. CPC shall not lease or allow usage of tanks assigned to them by any person other than the Foreign Investor.

NO DEMOLITION WITHOUT PERMISSION:

24. The Foreign Investor shall not demolish or destroy any buildings, tanks, pipelines, jetties, piers and fixtures or appurtenances thereto without the prior written consent of CPC which consent shall not be unreasonably withheld and if so withheld could constitute a subject of arbitration under Clause 64.

ERECTION OF PERIMETER FENCE:

25. The Foreign Investor shall erect and provide a perimeter fence for such portion of the tank farm that the Foreign Investor requires to be fenced.

SECURITY SERVICES

26(a) CPC, in consideration of the monies payable under Clause 7 and 42, shall provide Security Services mutually acceptable to the Foreign Investor and CPC in the area of operation and in particular in the Tank Farm area. CPC shall keep the project and surrounding area in peaceful condition. CPC shall be liable for all direct losses or damages incurred by the Foreign Investor and indemnify the Foreign Investor against losses or damages claimed and sustained against the Foreign Investor by third parties, provided that such losses or damages arise from the negligence of CPC or its employees in the provision of these services.

(b) CPC's liability for damages and indemnity shall arise only if such claim is not covered and paid under Insurance made under Clause 27.

INSURANCE

27. Except for the 6 tanks reserved for CPC and the products stored therein, the Foreign Investor and CPC shall by mutual agreement determine the scope and cover of insurance deemed necessary for the movable and immovable property. Petroleum and all products referred to in Clause 4 and stored in the Tank Farm shall be insured or caused to be insured. The premia payable for such insurance shall be paid by the Foreign Investor. Provided that the premia in excess of the rates applicable at 31st December 1982 shall be shared equally by the Foreign Investor and CPC.

IMPLEMENTATION OF PROJECT

28. The withdrawal by one or more parties of the Foreign Investor from the Trincomalee Entrepot Project without electing to continue with the project after the survey in terms of clause 29 shall in no way affect the right of the remaining Party/ies to continue with suitable substitutes where necessary for technical, operational and/or other reasons or to terminate this Agreement. The Foreign Investor and such Party/ies who withdraw shall remain relieved of all further obligations and liability under this Agreement and shall not be subject to any disability.

The representatives of the the Foreign Investor who sign this Agreement act only in a representative capacity and are not personally bound by the terms of this Agreement or any matters arising thereunder.

TECHNICAL SURVEY AND EVALUATION BY THE FOREIGN INVESTOR:

29. As soon as possible, after the Parties hereto sign this Agreement, the Foreign Investor shall commission a technical survey, test marketing and evaluation study of the tank farm in order to assess the work to be accomplished for the successful operation of the Trincomalee Entrepot Project. The abovesaid survey, test marketing and evaluation study shall be completed before the lapse of a period of eighteen (18) months from the date of the parties signing this Agreement or within such extended period as may be mutually agreed between the parties hereto.

CPC undertakes as soon as possible to provide the Foreign Investor with all existing data, Maps, drawings, and information documentary or otherwise about the Tank Farm.

DISCRETION TO CONTINUE OR TERMINATE THIS AGREEMENT:

30(a) At the completion of the abovesaid technical survey, test marketing and evaluation study of the Tank Farm, but not later than two (2) months from the date of such completion of technical survey, test marketing and evaluation study the Foreign Investor shall at its sole discretion elect either to continue with this Agreement and the proposed Trincomalee Entrepot Project or to terminate and cancel this Agreement and return the demised premises.

(b) In case the Foreign Investor decides to terminate or cancel this Agreement under the above Clause, the Foreign Investor shall not be subjected to damages or compensation or other liability or any disability and all their rights, duties and obligations, except those that arose prior to such termination shall be terminated at that point and this Agreement will become null and void.

(c) In case of termination, the Foreign Investor shall be obliged to submit to CPC free of any charge three (3) copies of any such geophysical, geological survey maps, photographs, information, records, survey results and evaluation data and study results as the Foreign Investor may make and compile during the said survey.

CPC shall not be entitled to call from the Foreign Investor any further information, evaluation, opinion, survey or information of an onerous nature or make any other claim on the Foreign Investor in respect of the survey.

WORK PROGRAMME TO BE SUBMITTED BY THE FOREIGN INVESTOR:

31(a) In the event the Foreign Investor, after the said technical survey, test marketing and evaluation study opts to continue with this Agreement, the Foreign Investor shall, in order to put the project in working order, prepare and submit to CPC a detailed programme for the onshore and offshore work to be carried out in respect of rehabilitation, repair and development of the Tank Farm. The work programme to be prepared by the Foreign Investor shall include particulars regarding the projected nature and extent of capital expenditure and revenue expenditure necessary for the work in connection with the rehabilitation, repair and development of the said Tank Farm.

(b) Upon the Foreign Investor electing to continue with the Agreement, the Foreign Investor shall be obliged to undertake the execution of the following minimum work commitment provided that the obligations under this sub-clause can be reviewed and renegotiated in the light of the results of the technical survey, test marketing and evaluation study:-

(i) To upgrade and rehabilitate at least 75% of the tank storage capacity;

(ii) to provide new pipelines and/or repairs to existing pipelines and to provide effective product transmission facilities; and

(iii) to provide a new alongside berth facility and/or SPM facility or to repair and renovate oil Jetty No.1 and/or No.2 facility in the event such repair or renovation is commercially more advantageous than the provision of the alongside Jetty and/or SPM facility;

with a view to ensure that the Trincomalee Entrepot Project shall conform to international standards and be capable of providing services and facilities, available or expected to be available in like international oil storage terminals. It is agreed that items (i) and (ii) aforesaid shall be completed within four (4) years from date of commencement of commercial operation and item (iii) shall be completed within seven (7) years from date of commencement of commercial operation subject to extensions of time that may be allowed by CPC.

(c) The Foreign Investor will try to complete items (i) and (ii) within two years as aforesaid and item (iii) within four years as aforesaid. The Foreign Investor assures that the building of a new alongside berth facility and/or the SPM facility is a near certainty but is subject to technical feasibility and a positive response to market survey.

(d) The Foreign Investor shall surrender the waterfront and offshore areas to be made available for the alongside jetty or the SPM facility at the expiry of said period of seven (7) years unless prior to the expiry of seven (7) years from the date of commencement of commercial operation the Foreign Investor has firmly committed the provision of an alongside jetty facility and/or SPM facility as the case may be.

- (e) In the event that the Foreign Investor provides an alongside jetty and/or an SPM facility CPC shall ensure that all vessels, barges and the like are provided with unrestricted ingress and egress thereto and therefrom subject to port regulations in force.

COMMENCEMENT OF IMPLEMENTATION OF PROJECT:

- 32(a) The Foreign Investor shall commence the implementation of the work programme as soon as possible but not later than three (3) months from the date of submitting the work programme to CPC.
- (b) The Foreign Investor shall be obliged to give not later than two months preceeding each one of the seven (7) years advance information to CPC with regard to the work content and the estimate of the monies to be expended during the succeeding year.

DATE OF COMMENCING OPERATION:

33. "Commercial operation" will commence after the initial survey and upon notice to CPC from the Foreign Investor of its election to continue with this Agreement. The date of such notice shall be the date of commencement of commercial operation.

MAINTENANCE AND FURTHER DEVELOPMENT PROGRAMME AFTER COMMERCIAL OPERATION:

- 34(a)(i) During the period of commercial operation the Foreign Investor shall furnish CPC with their work programme in respect of maintenance of the Tank Farm and any further development programme connected with the Trincomalee Entrepot Project, not later than one month preceding the ensuing year.
- (ii) This provision shall not be deemed to or construed to impose any duty on the Foreign Investor to furnish receipts of proof of expenses incurred by the Foreign Investor in the maintenance and/or development of the Tank Farm.

OWNERSHIP AND RIGHTS OF USE OF IMMOVABLE AND MOVABLES:

- (b)(i) All additions and improvements made to the immovable property in the area of operation shall remain the property of the Foreign Investor and shall vest in CPC free of any compensation except as otherwise provided in this agreement only upon termination of this agreement and such property shall be in the exclusive control and usage of the Foreign Investor until such termination.

- (ii) All movables that are brought in by the Foreign Investor for the purpose of carrying out the objects of this Agreement and to implement the project and any additions and improvements to such movables shall be treated as owned by the Foreign Investor and freely movable within Sri Lanka. Such movables and any additions and improvements thereto shall belong to CPC only on termination of the project under this Agreement.
- (iii) The provision of sub-para (ii) above shall not be applicable to movables that are hired, loaned or leased and brought in by the Foreign Investor or its sub-contractors, consultants, employees, invitees or which are otherwise owned by third parties.
- (iv) The Co-promoters, the Foreign Investor and/or their Consultants shall be entitled to bring in movables required to conduct the technical survey, test marketing and evaluation study in accordance with Clause 29 and to remove same from Sri Lanka without restriction. CPC shall assist in the importation and exportation of such moveables.

KEEPING OF BOOKS AND RECORDS

KEEPING AND MAINTAINING BOOKS OF ACCOUNTS:

35. The Foreign Investor shall keep and maintain Books of Accounts and Records relating to this Agreement and its operation in Sri Lanka. The Records of the Foreign Investor shall specifically include :

- (a) Details of movements of all petroleum and other products stored in the tank farm;
- (b) Details of Names and movements of vessels/vehicles and names of customers bringing in or removing petroleum and other products;
- (c) Details of machinery, equipment, appliances and vehicles belonging to and/or used by the Foreign Investor in its operation.
- (d) Details of charges for storage leviable by and payable to the Foreign Investor.

INFORMATION REQUIRED BY CPC:

36. Any change in ownership or shares of each one of the parties constituting the Foreign Investor in excess of 25% or aggregating in excess of 25% per year shall be communicated to CPC by the Foreign Investor.

CPC'S POWER TO INSPECT BOOKS AND MAKE CLAIMS:

- 37(a) CPC shall have the right to inspect the Books of Accounts and Records for any calendar year pertaining to this Agreement and take copies thereof and this right of inspection shall be exercised only after giving prior notice to the Foreign Investor of CPC's intention to inspect the same and to take copies and this right shall be exercised within a period of three (3) months of completion of the Audit referred to below.
- (b) Representatives from the Central Bank of Ceylon and Exchange Control Department shall also have the right to inspect the said books of accounts and records and take copies thereof. However, request for such inspection shall be made in writing and the Foreign Investor shall provide the information asked for within three months thereof.
- (c) As soon as possible, but not later than three (3) months after the end of the financial year, the Foreign Investor shall cause an Audit to be done of the accounts of the Company by a qualified professional Auditor. A Certificate from the Auditor that the accounts inspected by him show the true and correct position of the Company's business subject to any report the Auditor may make, shall be binding on the parties except for fraud.
- (d) All claims by CPC shall be referred to the Foreign Investor within one (1) year of the completion of the said audit and no claim made thereafter will be entertained by the Foreign Investor.

INFORMATION AND DATA
TO BE SUPPLIED:

- 38. During the continuance of this Agreement, the Foreign Investor shall furnish CPC such information and data as are reasonably necessary for monitoring the implementation and execution of the Trincomalee Entrepot Project.

SRI LANKA PERSONNEL TO BE
TRAINED AND/OR EMPLOYED:

- 39(a) The Foreign Investor shall endeavour to employ qualified Sri Lankan personnel with qualifications acceptable to the Foreign Investor and shall wherever possible train Sri Lankan personnel to be capable and competent to run, operate, manage and administer facilities at the Trincomalee Entrepot Project or run, operate, manage and administer facilities similar to the Trincomalee Entrepot Project.
- (b) For the purpose of recruiting Sri Lanka personnel in the employment of the Project, CPC shall provide to the Foreign Investor a list/lists of persons from which recruitment could be effected by the Foreign Investor.
- (c) Nothing stated above shall mean or be deemed to mean to affect the exclusive right of the Foreign Investor to employ at all times expatriate or other employees and/or consultants and engage the services of foreign contractors and sub-contractors necessary for the implementation of the Trincomalee Entrepot Project.
- (d) The Foreign Investor in addition may at its discretion and convenience offer training courses to CPC and/or SRI LANKA personnel at overseas oil terminals, mooring systems and refineries etc., without cost to CPC and/or on such terms and conditions as may be mutually agreed between CPC and the Foreign Investor.

CONFIDENTIALITY OF
THE FOREIGN INVESTOR'S REPORT:

40. CPC shall treat all information supplied by the Foreign Investor hereunder as confidential and shall not reveal such information to third parties other than the Republic of Sri Lanka, except with the consent of the Foreign Investor. Such consent shall not be unreasonably withheld after a period of one (1) calendar year with respect to technical information and three (3) calendar years with respect to financial information.

The above periods shall not apply to any financial information relating to the income of CPC from the project. CPC and persons authorised by CPC may, nevertheless, use any such information received from the Foreign Investor for the purpose of preparing and publishing general records of statistics on natural resources or other conditions in Sri Lanka or in connection with any dispute between CPC and the Foreign Investor.

MAINTAINING SECRECY:

- 41(a) The Parties hereto (CPC AND The Foreign Investor) their agents and servants shall maintain utmost secrecy in respect of all such information and data furnished from time to time by any one of them to the other.
- (b) CPC undertakes that the provisions of Clause 40 and 41(a) shall mutatis mutandis apply to the Central Bank and Exchange Control Department.

CONSIDERATION FOR STORAGE FACILITY

CONSIDERATION TO BE PAID TO CPC:

- 42(i) For and in consideration of the permission and concession to operate the Trincomalee Entrepot Project, the Foreign Investor shall, in addition to the lease rent specified in Clause 7, after the commencement of commercial operation and during the continuance of the Agreement, pay a sum calculated at the rate of 1.386 US Cents per metric ton per day of quantity stored of hydro-carbons and 1.00 US Cents per metric ton per day for vegetable oils and other products which sums shall be payable within thirty (30) working days after the end of each month.
- (ii) Where the the Foreign Investor has installed new tanks for the purpose of storing crude oil the sum payable as aforesaid shall be calculated at the rate of 1.386 US Cents plus an additional 5% of 1.386 US Cents per metric ton of Crude Oil per day of storage.

Provided, that until commencement of commercial operation by the Foreign Investor, the tanks and all other facilities shall be at the disposal of CPC. However, notwithstanding the non-completion of the technical/initial survey, the Foreign Investor may opt, by notice in writing to CPC, to store, use, rent or hire the said tanks and all other facilities prior to or during the said survey, in which event, for the purpose of this section only the date of commencement of such use as specified in the abovesaid notice to CPC, shall be deemed to be the date of commencement of commercial operation. Such use or the bringing in of movables in accordance with Clause 34(b)(iv) shall not affect the Foreign Investor's right under Clause 30(a) or alter the date for commencement of "Commercial Operation" under Clause 33.

43. The sums payable under Clause 42 (i) and (ii) above and Clause 54 can be reviewed by the parties initially after seven (7) years from the commencement of commercial operation and thereafter every five (5) years and disputes or disagreements arising during this review shall be referred to Arbitration under Clause 64.

PROCEEDS AND PAYMENTS

RETENTION OF PROCEEDS ABROAD:

44. The Foreign Investor shall be entitled to retain abroad the proceeds from all or any of its activities as specified in Clause 4(a)(i), 4(a)(ii), 4(a)(iii), 4(a)(iv), 4(a)(v) and 4(a)(vi) of this Agreement. In respect of the proceeds from all or any of its activities specified in Clause 4(a)(vii) such proceeds may be retained abroad only with the prior specific approval of the Exchange Controller or any other authority in charge of the subject matter of Exchange Control at the time.
- 45(a) The Foreign Investor shall, during the continuance of this Agreement, without the imposition of any control except as otherwise imposed by the terms of this Agreement, have the right to make any payments outside Sri Lanka and to maintain and operate accounts in any bank whatsoever situated outside Sri Lanka in whatsoever currency and dispose of such funds therein. The Foreign Investor, in addition, can open accounts with any one or more banks in Sri Lanka and maintain and operate them subject to Sri Lanka laws.
- (b) The Foreign Investor shall have the right to pay abroad in foreign currency, for goods and services it may obtain outside Sri Lanka and to defray abroad in foreign currency any other expenses it may incur abroad from time to time under this Agreement.
- (c) Any payment due from the Foreign Investor to CPC pursuant to this Agreement shall be made within thirty (30) working days following the end of the month in which payment falls due.

TAXES, LEVIES, DUTIES

THE FOREIGN INVESTOR TO PAY FOR WATER FUEL AND POWER SERVICES SUPPLIED TO IT:

46. The Foreign Investor shall pay all standard dues for the water, fuel, gas, electricity, power, material and services which may be supplied by any authority or institution to the Foreign Investor at the said premises. The Foreign

Investor shall make its own arrangements for electricity/power supply for the project before the expiry of one year after commencement of commercial operation or within such other or further period as may be agreed between the parties.

RATES AND TAXES TO BE PAID

BY CPC :

47. CPC shall pay to any authority having jurisdiction over the area any standard rates or taxes in respect of the Foreign Investor's occupation and use of the said premises and the buildings thereon.

IMPORT OF EQUIPMENT MATERIAL AND SUPPLIES DUTY FREE:

48(a) The Foreign Investor shall pay import duties not exceeding seven and a half per centum (7 1/2%) on imports of all equipment, material and supplies required for the execution of the Trincomalee Entrepot Project including the survey for a period of seven (7) years from the date of the signing of this Agreement and thereafter the Foreign Investor shall be liable to pay such duties under the laws and regulations in force.

However, CPC shall be liable to reimburse the Foreign Investor all payments made by the Foreign Investor on account of such duties under Clause 48(a) from income derivable by CPC from the Foreign Investor under Clauses 42 and 54 and any dividends from(Lanka) Limited and the Foreign Investor shall be entitled to recover the amounts so due therefrom as stipulated hereunder.

(b) Entrepot Status:

CPC undertakes that it will obtain the approval of the Minister in charge of the subject of Finance to get the entire Tank Farm declared a Bonded Warehouse so that no duty levies or charges are payable on petroleum and/or other products brought into the Tank Farm area in transit or exported from the entire Tank Farm area during the duration of this agreement.

TAXES, LEVIES, DUTIES

THE FOREIGN INVESTOR TO PAY FOR WATER FUEL AND POWER SERVICES SUPPLIED TO IT:

48. The Foreign Investor shall pay all standard dues for the water, fuel, gas, electricity, power, material and services which may be supplied by any authority or institution to the Foreign Investor at the said premises.

(c) Expatriate employees of the Foreign Investor shall be entitled to import personal effects, household goods and motor cars within six months from date of arrival in Sri Lanka subject to the rules and regulations in force. However, where the Foreign Investor approves and the Republic of Sri Lanka permits such imports by their expatriate employees over and above the financial limits imposed by such rules and regulations, and in respect of such imports, import duties become payable, the Foreign Investor shall make arrangements for the payment of such duties. However, CPC shall be liable to reimburse the Foreign Investor up to a maximum of Rupees Two Million for every three year period, from income derivable by CPC from the Foreign Investor under Clauses 42 and 54 and any dividend from (LANKA) LTD., and the Foreign Investor shall be entitled to recover the amounts so due therefrom as stipulated hereunder.

(d) The maximum amount recoverable by the Foreign Investor under Clause 48(a) and 48(c) and retainable as hereinafter stated from CPC's income shall be limited each year to 75 (seventy five) percentum of CPC's income from the Foreign Investor under Clauses 42, 54 and the dividends mentioned in Clause 48(a) above and unrecovered balances in any one year shall be carried over for recovery from subsequent cumulative years' income. For this purpose the Foreign Investor shall be entitled to retain monthly out of monies due to CPC such amounts as are reasonably necessary to meet near future liabilities of CPC as aforesaid.

NO INCOME TAX ON INCOME AND PROFITS ARISING FROM PROVIDING FACILITIES :

49. The Foreign Investor shall not be liable for any income tax or corporate tax or other levy on any income, interest on over due accounts in the course of business (not earned from financial transactions) or profits or any other levy of whatsoever nature on or for the Foreign Investor providing facilities for the storage of goods or commodities brought into Sri Lanka for re-export. The Foreign Investor shall also not be liable for any income tax or corporate tax on the entrepot trade of any petroleum gas or petroleum products or other products which are brought into Sri Lanka on a consignment basis and re-exported without being subject to any process of manufacture excluding blending of products. CPC shall secure approval of the Minister of Finance for the abovesaid exemption from income tax and corporate tax during the period of the lease.

CPC TO SECURE TAX EXEMPTION:

50(a) CPC shall secure that the profits arising from the business mentioned in paragraph (a) of Clause 4, shall be free from any tax, income tax or other levies of whatever nature (not including business turnover tax as mentioned in Clauses 51 and 53) and that no tax or other levies will be charged or withheld from such profits or dividends paid out of exempt profits to the Foreign Investor. In the event that the Foreign Investor is liable for such income tax or other levies of whatever nature such taxes or levies shall be paid by CPC and if not paid, be reimbursed by CPC to the Foreign Investor.

(b) Should the Foreign Investor wish to carry on the business mentioned in paragraph (b) in Clause 4, the terms and conditions including any incidence of taxes shall be subject to further negotiations and agreement between the parties.

BUSINESS TURNOVER TAX TO BE PAID BY THE FOREIGN INVESTOR:

51. The Foreign Investor shall pay Business Turnover Tax of a rate not exceeding two percentum (2%) of the storage charges leviable by and payable to the Foreign Investor. Any Business Turnover Tax in excess of two percentum (2%) shall be paid directly by CPC in accordance with the laws.

SPECIAL RATE OF INCOME TAX ON INCOME OF FOREIGN EXPATRIATE EMPLOYEES:

52. The foreign expatriate employees of the Foreign Investor shall be liable for income tax on their income in Sri Lanka at a rate not exceeding twenty five percentum (25%) for the first three (3) years of employment calculated from their date of employment in Sri Lanka and for normal and applicable rates of taxes under the Laws of Sri Lanka beyond the said period of three years provided that if any amount in excess of the abovesaid 25% is charged on the expatriate employee, such excess shall be paid by CPC and if not paid by CPC be reimbursed by CPC to that expatriate.

BUSINESS TURNOVER TAX ON MARINE BUNKERING :

53. The Foreign Investor shall pay Business Turnover Tax at a rate not exceeding one percentum (1%) on sales of marine bunkers. Any Business Turnover Tax in excess of one percentum (1%) shall be paid directly by CPC in accordance with the laws. Any Business Turnover Tax other than those mentioned in Clauses 51 and 53 shall be paid directly by CPC in accordance with the laws.

ROYALTY ON BUNKERING RIGHTS:

54(a) The Foreign Investor shall, in addition to paying Business Turnover Tax as above indicated, pay CPC US cents twenty five (25 Cents) per metric ton for bunkering they do to any vessel not engaged in connection with the business of the Foreign Investor. Furthermore Contractor shall pay a further royalty at the rate of one per centum (1%) on sales of marine bunkers made by the Foreign Investor.

(b) The right to supply marine bunkers to vessels in all the ports of Sri Lanka is vested exclusively to CPC by the laws of Sri Lanka with provision for CPC to authorise any other person or party to supply same, subject to such terms and conditions as may be determined by CPC. It is understood that the grant of permission by CPC to the Foreign Investor to supply marine bunkers under Clause 4(v) and the Foreign Investor's payment of business turnover tax under Clause 53 and payment of Royalty under Clause 54(a) are without prejudice to the rights of CPC to supply marine bunkers to all vessels at all parts of Sri Lanka.

CPC TO BEAR INCREASED DUTIES
CHARGES AND LOCAL CHARGES:

55(a) The Foreign Investor shall impose on its customers the obligation to pay such duties, port charges, harbour dues, all other charges as may be payable under the tariffs of the Sri Lanka Ports Authority (hereinafter referred collectively as port levies) as are payable by it under any law or regulation for the time being in force.

(b) Any increase in the abovesaid port levies, in excess of a sum increased in arithmetic progression by 5% for each year on such port levies payable at the commencement of the year of commercial operation, shall be borne by CPC.

DEEMED TO BE A
FUNDAMENTAL BREACH:

(c) CPC shall take the liability to the extent of any increase specified in paragraph (b) above and also the liability to pay any such taxes resulting from any imposition of income tax or other levies or withdrawals of exemptions given to the Foreign Investor presently by statute and/or by this agreement. In the event CPC fails, refuses or neglects to pay same, it would be taken as a fundamental breach of this Agreement and the Foreign Investor shall have the right to terminate this Agreement with the right of compensation, but subject to arbitration.

RIGHTS OF TERMINATION

THE FOREIGN INVESTOR'S RIGHT TO
TERMINATE CONTRACT AT ANY TIME:

56. The Foreign Investor shall, subject to the execution of the work programme under Clause 31(b) or such part of it as may be mutually agreed upon between the Foreign Investor and CPC, have the right to terminate this Agreement at any time after the date of commencement of commercial operation in which event the Foreign Investor shall not be entitled to any compensation for improvement made or for any other matter, except as expressly provided for in this Agreement. The Foreign Investor shall not be liable to any damages or subject to any disability be reason of such termination.

SURRENDER OF PROPERTY:

57. The Foreign Investor shall, subject to Clause 56 above and during the continuance of this Agreement and at the end of any financial year have the right to surrender all or any portion of the leased area upon giving thirty (30) days written notice to CPC. In case the Foreign Investor surrenders part of the leased property, the Foreign Investor shall be relieved of that portion of their obligations in respect of such surrendered area, except such obligations as are related to the period prior to such surrender or such obligations as are reserved under any of the provisions of this Agreement. In case the Foreign Investor surrenders all of the leased area, the Foreign Investor shall be relieved of all its obligations as are related to the period prior to such surrender, except such obligations as are reserved under any of the provisions of this Agreement.

THE FOREIGN INVESTOR'S RIGHT TO TERMINATE
AGREEMENT UNDER CERTAIN CIRCUMSTANCES:

58(1) The Foreign Investor shall have the right to terminate this Agreement at any time if the Foreign Investor is not in a position to freely, safely and without hindrance, or profitably

implement or operate the Trincomalee Entrepot Project, as a result of all or any of the following :-

(a) Failure by CPC in granting the lease and/or providing the other facilities as provided herein for the implementation of the project within the times stipulated in the Agreement.

(b) Changes of any law, rule or regulation in Sri Lanka which affect the successful implementation or operation of the Trincomalee Entrepot Project and makes the project commercially impracticable or commercially unacceptable or render it a losing enterprise.

(c) Increase in the incidence of taxation, charges, rates and duties, except as provided herein and not paid or indemnified by CPC.

(d) Civil commotion, insurrection or any similar or other incidence on a sustained basis which do not ensure a peaceful possession of the tank farm and its surroundings for the operation and implementation of the Project.

(e) Any act, deed, commission or omission on the part of CPC or the Government of Sri Lanka or other Authority in Sri Lanka which makes the undertaking commercially not viable.

(f) Any adverse change in the situation in Sri Lanka affecting the marketability of the Tank Farm or any like cause affecting the viability of the project.

(g) Any change in the commercial situation in Asia affecting the viability of the project overall.

(2) CPC during the pendency of this agreement shall in any event have no rights of whatsoever nature to all stored products, equipment and/or other properties accruing to, the Foreign Investor in furtherance of a lien or of third parties under any agreement or arrangement that may exist between the Foreign Investor and those third parties.

(3) Any dispute in respect of the exercise of any rights under this Clause shall be subject to Arbitration under Clause 65.

CPC'S RIGHT TO TERMINATE AGREEMENT UNDER CERTAIN CIRCUMSTANCES :

59(1) CPC shall have the right to terminate the Agreement:

- (a)(i) If the Foreign Investor has not, within six (6) months of signing of this Agreement commenced the survey referred to in Clause 29;
 - (ii) If the Foreign Investor has not, within two (2) months of completion of the survey referred to in (a) above, given notice to CPC of the commencement of commercial operation in terms of Clause 30(a);
 - (iii) If the Foreign Investor has not within a period of three (3) months of the date of commercial operation submitted a work programme in terms of Clause 31(a).
 - (iv) If the Foreign Investor has not, within a period of three (3) months after submission of the work programme, commenced implementation of the work programme in terms of Clause 32;
 - (v) If the Foreign Investor has failed or neglected to comply with the requirements of Clause 31(b) within the time stipulated therein;
 - (vi) Any application by the Foreign Investor for extension of time to the periods mentioned in 59(1)(a)(i) to 59(1)(a)(v) shall not be unreasonably withheld by CPC and any such withholding or refusal shall be a subject matter for Arbitration under Clause 64.
- (b) After the date of commercial operation, but any time during the continuance of this Agreement, unless the matter is the subject of a dispute and in arbitration or litigation-
- (i) If the Foreign Investor is in arrears for more than ninety (90) days in paying the sums due to CPC under this Agreement; or
 - (ii) If the Foreign Investor breaches any of the terms of this Agreement which amounts to breach of a fundamental term of the contract, or
 - (iii) If by any act, deed, commission or omission on the part of the Foreign Investor this Agreement is made commercially not viable.
- (2) Any disagreement in respect of the exercise of any rights under this Clause shall be subject to Arbitration under Clause 65.

NOTICE OF TERMINATION:

60. Termination under Clause 58 by Contractor or under Clause 59 by CPC shall be subject to notice by one party to the other of a minimum of 30 working days and termination shall be possible only if conditions or defaults are not remedied within the said period of 30 days or within such further period(s) as may be mutually agreed upon, and the matter in dispute is not in arbitration or litigation.

FORCE MAJEURE

FORCE MAJEURE:

- 61(a) In the event that one of the parties hereto finds it commercially impossible either partially or totally to carry out one or more of its obligations hereunder by reason of force majeure, an Act of God or any event similar to force majeure (herein collectively called "Force Majeure") the Party invoking Force Majeure shall so notify the other Parties.
- (b) The abovesaid notice shall be given as soon as possible and shall set forth the elements constituting the Force Majeure.
- (c) There shall be considered as Force Majeure all events independent of the will or control of the Party claiming the Force Majeure which result in the total or partial obstruction or significant delay in the performance of the obligation of such party without it being able to reasonably control or avoid the same. For purposes of this Agreement Force majeure shall include, but not be limited to Acts of God, Acts of the public enemy, war, blockages, civil unrest, riots, disorders, epidemics, lightning, earthquakes, storms, floods, washouts, arrest and restraints, breakages or accident to machinery or pipelines or other equipment, rules and regulations with regard to transportation by common carriers, failure, disruptions, breakdown of machinery, transportation, distribution and shortage of allocation of product, act of third parties, insurrection, strikes or differences with workers, fire, explosion and other catastrophies and all hindrances resulting from orders or prohibitions of public authorities or which are the result or consequence of delay by such authority in issuing an authorisation or a requested opinion and without limitation by enumeration or otherwise, any other cause not reasonably within the control of the Party in default.

- (d) Force Majeure shall not however be validly invoked if the causes facts or events involved were reasonably foreseeable and if remedy could have been made exercising reasonable diligence or if claimed by the Republic or CPC is a result of Republic action or inaction.
- (e) The period for performance of the obligations on the part of each Party affected by the Force Majeure shall be automatically suspended for the period of Force Majeure and extended for a period equivalent to the delay caused by said Force Majeure, it being understood that :
 - (i) such extension shall not result in any penalty for the account of the Party to which the obligations correspond, and
 - (ii) all other obligations other than those affected by Force Majeure shall continue to be performed in accordance with the provisions of this Agreement.
- (f) In all cases, the Party concerned shall, in agreement with the other Party, take all appropriate measures to assume normal resumption of the performance of the obligations affected by Force Majeure. If as a result of Force Majeure one of the Parties is unable to perform its obligations as set forth in the Agreement during a period of three (3) consecutive months as from the notification hereinabove provided, the Parties shall meet as soon as possible to examine the consequence of the events involved in particular the delay in the performance of the respective obligations of each of the Parties. If the Parties cannot reach an agreement regarding such consequences involved, they shall submit their dispute to arbitration in accordance with the provision of Clause 64 hereof.
- (g) Where the Force Majeure is expected to be of a permanent nature the Foreign Investor will be entitled to terminate this agreement. The rights and obligations of the parties, the right to compensation and all matters connected with the termination shall be subject to arbitration under clause 65 and the arbitrators shall take

into account the respective interests and benefits of the parties, the number of years the project has been carried on and the vesting of the property in CPC if the project had been carried on for the period of the agreement.

COMPENSATION

COMPENSATION

62(1) Where the Foreign Investor terminates this Agreement under one or more of the Clauses 58(1)(b), (1)(c), (1)(d), (1)(e) or (1)(f) or in the event of this agreement being terminated by CPC while the Foreign Investor is not in default of any of the terms of this agreement and such termination has been decided in favour of the the Foreign Investor on arbitration at the instance of either party the Foreign Investor shall be entitled to compensation for its improvements and loss of business, calculated in terms of and in accordance with the provision of this Clause. The quantum of compensation the Foreign Investor shall be entitled to shall be twice the written down value at the beginning of the year in which termination occurs under Clause 58. The written down value at the beginning of the year shall be :

(a) As for the first three years the total of all capital expenditure increased by ten percentum (10%) each year of all such capital expenditure in the year and preceding years;

(b) Thereafter such written down value reduced for each year by the fraction of one over the balance of the number of years outstanding of the twenty (20) years increased by the capital expenditure if any, for that year.

(2) Where the Foreign Investor terminates this Agreement under Clause 58(i)(a) the Foreign Investor shall be entitled to compensation for its improvements and the loss of business calculated at twice the actual cost incurred by the Foreign Investor in the implementation of the project up to the date of termination. Any difference or dispute on the amount calculated thus will be subject to arbitration under Clause 65.

(3) The compensation payable under Sub-Clause (1) and (2) above shall be paid by CPC in US Dollars at a place nominated by the Foreign Investor free of any taxes, levies, charges, duties and withholdings imposed by law or otherwise. If any such taxes, levies, charges, duties and withholdings are imposed, all such taxes, levies charges and duties shall be paid by CPC in US Dollars.

NO COMPENSATION TO FOREIGN INVESTOR IF
TERMINATION IS UNDER CLAUSE 59 :

63. Where CPC terminates this Agreement as a result of the occurrence or existences of all or any of the circumstances mentioned in Clause 59 above, the Foreign Investor shall not be entitled to any compensation. Nothing herein provided shall be deemed to be or construed to exclude the liability of the Foreign Investor under Clause 31(b).

ARBITRATION

CONTINUING ARBITRATION:

64(a) All disputes arising from time to time between the Parties in and or out of this agreement whether during its continuance or thereafter or in the performance or to the rights of the Parties hereto under this Agreement shall be referred to Arbitration by a single Arbitrator appointed by both parties by mutual agreement and on failure of such agreement by the President of the Court of Arbitration of the International Chamber of Commerce. The venue of the Arbitration shall be in Sri Lanka. In the event Contractor desires the venue to be either in London or Singapore, the venue as between London and Singapore shall be decided by mutual consent between CPC and Contractor, and on failure of agreement, by the arbitrator or arbitrators provided either party may elect that a dispute be referred to three arbitrators, one each to be appointed by Contractor and CPC and the third to be appointed by the two arbitrators and on failure by the President of the Court of arbitration of the International Chamber of Commerce.

(b) During the time any dispute referred to in Clause (a) above is before the Arbitrator/s the Parties shall continue, as far as possible, with the implementation of the Trincomalee Entrepot Project as if there had been no dispute.

(c) The award (including interim awards except to the extent subsequently varied by the arbitrators) of the Arbitrator or arbitrators shall be final and conclusive and shall bind either party equally and may be enforced by either of the Parties hereto in the competent District Court in Sri Lanka or in any court of competent jurisdiction in or out of Sri Lanka as a decree of the said Court subject to the law relating to the execution of decrees of the said Court. The said decision or determination of the Arbitrator may have retrospective effect from the date of the dispute or disagreement or such other date if so determined by the award.

(d) The reference to arbitration under clause 64 in one or more of the clauses in this agreement does not limit the arbitration of any dispute arising under the agreement. The arbitration clauses shall be effective and valid notwithstanding that the agreement may be held to be void, inoperative or unenforceable.

FINAL ARBITRATION:

65. Where the Agreement is terminated by Contractor under Clause 58 or by CPC under Clause 59 or is otherwise terminated, any dispute including the existence of the facts, the occurrence or existence of the circumstances mentioned in Clause 58 and 59 and all disputes relating to the interpretation of the provisions of this Agreement or to the rights of the Parties hereunto under this Agreement, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with the said rules, provided, however, that unless the Parties hereto otherwise agree, the venue of the said Arbitration proceedings shall be in Sri Lanka. In the event the Foreign Investor desires the venue to be either in London or Singapore, the venue as between London and Singapore shall be decided by mutual consent between CPC and the Foreign Investor and on failure of agreement by the President of the Court of Arbitration of the International Chamber of Commerce. The President of the Court of Arbitration of the International Chamber of Commerce shall choose between Singapore or London, but may for special reasons decide on any other venue after receiving written representations from the parties. Any award made by the said Arbitrator or Arbitrators or umpire as the case may be, shall be final and binding on the Parties hereto and it may be enforced by either of the Parties hereto in The District Court in Sri Lanka or in any Court of competent jurisdiction in or out of Sri Lanka as a Decree of the said Court subject to the provisions of the law relating to the execution of such decrees of the said Court.

The Foreign Investor and CPC hereby expressly agree that the references to Arbitration in Clauses 64 and 65 shall be a condition precedent to instituting any legal action in connection with this Agreement and the arbitration proceedings when commenced shall continue notwithstanding the termination of this Agreement by either party.

CONSULTATION AND SETTLEMENT:

Nothing contained hereinabove shall be construed or deemed to be construed to affect the rights of the Parties meeting periodically from time to time to discuss the project envisaged under this Agreement and to make every effort to settle amicably any dispute which may arise between them.

GENERAL

OPTION REGARDING JOINT VENTURE:

66(a) CPC in addition to the 16% (sixteen percentum) equity shareholding shall have the sole and exclusive right to opt to take a further 35% (thirty five percentum) (not more-not less) of the equity shareholding in the said company subject to the terms and conditions indicated in Appendix A in this agreement except to the extent varied hereunder.

(b) It is agreed between the parties hereto that:-

(i) For the purpose of CPC exercising the option as aforesaid the Foreign Investor will furnish CPC a copy of the technical survey test marketing and evaluation study and such other information as may be reasonable in the circumstances,

(ii) The right of CPC to exercise the aforesaid option shall be limited to a period of 30 days from the date of receipt of the above mentioned study and information.

CPC TO SECURE PERMISSION TO INCORPORATE WHOLLY OWNED SUBSIDIARY IN SRI LANKA:

67. CPC shall secure permission from the Foreign Investment Advisory Committee of the Ministry of Finance and Planning to incorporate and operate a private limited liability company with up to one hundred percentum (100%) foreign equity

holding, for the purpose of carrying out the objects specified in Clause 4. Such permission shall not be construed as authorising the Foreign Investor to have 100% of the equity except during the survey. CPC shall be entitled to have the right of representation on the Board of Directors after they have invested in the equity provided in this Agreement and after the Foreign Investor has exercised his option under Clause 30(a).

Shares in (LANKA) Limited held by the Parties constituting the Foreign Investor after incorporation of (LANKA) Limited shall not be transferred to third Parties without the prior written approval of CPC which approval shall not be unreasonably withheld.

WITHDRAWAL OF FACILITIES IS A FUNDAMENTAL BREACH:

68. Removal of the facilities given under this Agreement to and presently enjoyed by (LANKA) Limited or compelling the Foreign Investor or any of the parties constituting the Foreign Investor legally or otherwise to reduce shareholdings in(LANKA) Limited shall be treated and be deemed to be a fundamental breach of this Agreement in which event the Foreign Investor(LANKA) Limited may at its option -

(a) terminate the Agreement and claim compensation; and such termination and compensation may be subject to Arbitration under Clause 64 and the event of termination being accepted by CPC the compensation is arbitrable under Clause 65.

(b) continue the project and claim compensation for any damage or loss to be settled every year by mutual agreement and failing mutual agreement, shall be subject to arbitration under Clause 64 and such Arbitration award shall be final and binding on the parties.

SERVICES BY CPC:

69(a) During the continuance of this Agreement CPC shall assist the Foreign Investor in the implementation of the entrepot project by providing at the request of the Foreign Investor and where available local supplies, personnel and other services including all necessary clearance with Customs Authorities, obtaining visas, work permits, residence permits, radio, telephone and telex communication facilities, transportation, security protection and surface

rights, as well as, rights of way and easements and aviation rights in the domestic air fields of Sri Lanka for the aircrafts belonging to or hired or chartered or leased by the Foreign Investor or any of its contractors, sub-contractors, agents or employees.

- (b) On CPC's submission of detailed quarterly statement of justified and documented expenditures incurred by it in the performance of its obligation under the above Clause the Foreign Investor shall within thirty (30) working days of receipt of same reimburse such expenses incurred by CPC and shall also pay further 10% of such expenses as administrative fee to CPC.

**TERMS AND CONDITIONS OF THIS AGREEMENT
BINDING PARTIES UNDER THIS AGREEMENT TO
SUPERSEDE ALL PRIOR AGREEMENTS:**

70. The Parties hereto expressly state that this Agreement together with its enclosures and annexures is a complete and exclusive statement of all terms and conditions governing the rehabilitation, development, construction or reconstruction, maintenance, operation, management and the carrying on of the business of the Foreign Investor as specified in Clause 4 herein contained and this Agreement supersedes all prior agreements between the Foreign Investor and CPC and representations, commitments and proposals (whether they are made either orally or in writing) made by either the Foreign Investor or CPC or their agents, representatives, employees or any other person or persons who was or were purporting to act for and on behalf of either the Foreign Investor or CPC. The Foreign Investor and CPC affirm and expressly declare that no representations other than those contained herein and in the enclosures and annexures hereto were made by the Foreign Investor or relied upon by CPC in entering into this Agreement. Parties hereto further expressly agree that no representations made or purported to be made by either Party or their agents, representatives, employees or any other person or persons who was or were acting or purported to be acting for and on behalf of either of the parties prior to this Agreement and which are not contained herein or in the enclosures or annexures hereto shall be admissible or considered in construing or interpreting the terms and conditions of this Agreement.

NO WAIVER:

71. Subject to the Prescription Ordinance, no failure or delay on the part of either party in exercising any right, power or remedy hereunder and no course of dealing between the parties

shall operate as a waiver by either of any such right, power or remedy, nor shall any single or partial exercise of any such right, power or remedy preclude any other of further exercise thereof or the exercise of any other right, power or remedy hereunder except as required by this Agreement. No notice or demand upon the parties or future notice or demand in similar or other circumstances constitutes a waiver of the right to either party to take any other or further action in any such circumstances without any notice or demand.

AMENDMENT AND REPEALS:

72. Any amendment, alteration and modification to any of the terms of this Agreement or any repeal of the whole or part of any term of this Agreement must be made upon the express written agreement of both parties and effective date of such amendment, alteration, modification or repeal shall be unless agreed between the parties hereto, the date of the written agreement effecting such amendment, alteration, modification or repeal.

SEVERABILITY OF PROVISIONS:

73. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall in no way affect or impair the validity and enforceability of the remaining provisions hereof.

Invalid, illegal or unenforceable provisions shall be substituted by valid ones which shall come as close as possible to the desired legal and economic purpose of the invalid illegal or unenforceable provisions.

EFFECTIVE DATE:

74. This Agreement shall become effective on the date the Parties hereto sign this Agreement.

NOTICE:

75. Notice required hereunder or by law and/or by any rules or statutory regulations to be served upon the Parties hereto shall be deemed to be sufficiently served if sent by telex or by registered post to the address of the said party as set out below or such other address subsequently designated by the said party in writing:

(i) if to the Foreign Investor:
 Oiltanking G.m.b.H. Burchardstrasse 17,
 D 2000 Hamburg 1, West Germany, Telex:
 21632 OILT D with copies to:
 (1) Oroleum (Far East) Pte Ltd.,
 Singapore Telex:38875 A/B
 OLEUM RS.
 (2) Tradinaft S.A., Switzerland,
 Telex:289630 A/B NAFCH

(3) CSI International Lanka Ltd.,
 Colombo, Telex: 21847 A/B

Any amendment, alteration or modification to
 any of the terms of this Agreement or any request
 for amendment, alteration or modification of
 the whole or part of this Agreement must be
 made upon the express written agreement of
 the parties hereto. Such amendment, alteration
 or modification shall be in writing and shall
 be signed by the parties hereto. The date of
 the agreement shall be the date of the written
 agreement. Telex: Colombo 21235 CEPETCO

LAW APPLICABLE:

76. This Agreement shall in all proceedings whether
 legal, arbitral or administrative be construed
 and enforced according to the Laws of Sri Lanka.

ENGLISH LANGUAGE:

77. The language of the Contract and all notices,
 communications, records, documentations,
 exhibits etc., hereunder shall be in English.

EFFECTIVE DATE:

78. This Agreement shall become effective on the
 date the Parties hereto sign this Agreement.

NOTICE:

79. Notice required hereunder or by law and/or by
 any rules or statutory regulations to be served
 upon the Parties hereto shall be deemed to be
 sufficiently served if sent by telex or by
 registered post to the address of the said party
 as set out below or such other address
 subsequently designated by the said party in
 writing.

SOVEREIGN IMMUNITY:

78. For the purpose of this Agreement, CPC asserts and accepts that it is not the Republic of Sri Lanka or any part or sub division thereof and that this Agreement records a purely commercial transaction and for such or other reasons it is not entitled to raise the plea of sovereign immunity and further to remove all doubts hereby irrevocably renounces and waives the right to raise the plea of sovereign immunity in any proceedings or matter whatsoever.

**ASSIGNMENT BY THE FOREIGN INVESTOR ONLY WITH
PRIOR WRITTEN APPROVAL OF CPC:**

79. The Foreign Investor may assign or transfer in whole or part the rights and obligations of the Foreign Investor under this Agreement and/or interest(s) of any kind or nature therein to other corporations, partnerships, associations and/or joint ventures organised either under the laws of the Republic of Sri Lanka or under the laws of any other country provided that the written consent of CPC shall be obtained prior to such assignment or transfer and such consent shall not be unreasonably withheld.

SET OFF:

80. The Foreign Investor may at his option set off payments due from CPC against payments due to CPC by the Foreign Investor under this Agreement.

SUCCESSION:

81. In the event of transfer or assignment of the functions of either the Foreign Investor or CPC under the terms of this Agreement or by any legal method or process, the transferee or assignee or the successors shall have the same rights and duties under this Agreement as the transferor or assignor or predecessor had at the time of such transfer, assignment or succession.

MUTUALITY:

82(a) CPC and the Foreign Investor undertake to carry out the terms and provisions of this Agreement in accordance with the principles of mutual goodwill and faith and to respect the spirit as well as the letter of the said terms and provisions.

(b) The parties hereto expressly agree to and understand that either party shall at all times assist, aid and help the other party in all its efforts to implement the Trincomalee Entrepot Project and to perform and fulfil its functions and obligations under the terms of this Agreement.

AGREEMENT TO BE ENTERED AGAIN:

83. After the signing of this Agreement CPC, the Foreign Investor and each one of the parties constituting the Foreign Investor shall cause the incorporation of(LANKA) Limited, under the laws of Sri Lanka and ensure that (LANKA) Limited will ratify and agree to the terms and conditions of this Agreement with consequential amendments, if any, and also any co-lateral joint venture agreement in respect of the obligations hereunder

APPROVAL BY OTHER GOVERNMENT AGENCIES:

84. This Agreement has been submitted to and approved by the Ministry of Industries & Scientific Affairs for and on behalf of the Republic of Sri Lanka.

The First Schedule above referred to

All that allotment of Crown Land called Chinanvadikadu and Odai in Chinanvadi Village, Tamblegam Pattu, Trincomalee District, Eastern Province, bounded as follows:

North by Chinanvadipalath Arr and Lots 80 and 81 in Final Village Plan No. 18 East by Railway Land, South by Railway Land, Nachchikkuda Village Boundary and An Odai. West by Lot 89A in Final Village Plan No. 18 containing in extent including the Odai One Hundred and Sixty Four Acres, Two Roods and Thirty Five Perches (A164-R2-P35) and more particularly delineated and described in Lease Plan No. 3566 dated the 28th day of January 1929, authenticated by A.H.G. Dawson Esquire, Surveyor-General.

AND all those allotments of Crown Land called Nedunkudakadu Parumunaikadu and Kelerichenai together with the site of the proposed Jetty, in Nedunkuda Village, Tamblegam Pattu, Trincomalee District, Eastern Province and the foreshore appurtenant thereto. Bounded as follows:

North and East by China Bay. South by Malay Cove and Lots 41, 40, 49, 38 and 43 in Trincomalee Harbour Plan. West by Lots 37, 35, 30 in Trincomalee Harbour Plan, Odai a Water Course and a Road containing in extent (including such foreshore) Ninety One Acres, Three Roods

and Thirteen Perches (A91-R3-P13) and more particularly delineated and described in Lease Plan No. 2521, dated the 24th day of July 1924, authenticated by A.J. Wickwar Esquire, Surveyor-General.

AND allotment of land called Kavaddikkudatottam in Kavaddikkuda Village, Tambelgam Pattu, Trincomalee District, Eastern Province. Bounded as follows:

North by Kavaddikkudapalath Arr (Lot 72) and drainage Channel (Lot 75). East by Lots 13 and 14. South and West by Chinanvadi Village Boundary. Containing in extent nil acres, nil roods and eighteen perches (A0-R0-P18) and more particularly delineated and described in Plan dated the 7th day of November 1941.

AND an allotment of land called Chinanvaditotam, Chinanvadichcholaikkadu, Kaveradimalaikkadu, Chinanvadikkadu and Chinanvadipalath Arr in Chinanvadi Village Tambelgam Pattu, Trincomalee District, Eastern Province. Bounded as follows:

North by Lot 96 and Kavaddikkudapalath Arr (Lot 92) East by Kavaddikkuda and Nedumkuda Village Boundaries Lots 1, 2, 3, 4, 5, 7, 104 1/2, 104, 103 and 98 Odai (Lot 8) Drainage Channel (Lot 116) and China Bay. South by L.P. 3566 and Nachchikkuda Village Boundary. West by Lot 96 and Chinanvadi Arr (Lot 100) containing in extent exclusive of the portion tinted pink (comprising of Lots 106, 106 1/2, 108 and 113, Reservation Road and the Drainage Channel) Three Hundred and Ninety Six Acres, Two Roods and Twenty Four Perches (A396-R2-P24) and more particularly delineated and described in Plan dated the 7th day of November 1941.

AND an allotment of land called Nachchikkudakadu in Nachchikkudu Village, Tambelgam Pattu, Trincomalee District, Eastern Province. Bounded as follows:

North by Chinanvadi Village Boundary. East by Lot 2 in M.S.P.P. 54 and a Vaykkal (Lot 5 in M.S.P.P. 54) and Lot 2 in M.S.P.P. 54. West by Lot 272. Containing in extent twenty three acres nil roods and twenty three perches (A23-R0-P23) and more particularly delineated and described in Plan dated the 7th day of November 1941.

WHICH aforesaid five allotments of lands are contiguous and adjacent and adjoining lands and by their situations and in all respects be amalgamated to form one property containing a total extent of Six Hundred and Seventy Six Acres One Rood and Thirty Three Perches (A676-R1-P33) of which excluding:

- (a) The land already released to Prima Ceylon Limited in extent of approximately 25 Acres.
- (b) The land to be released to house the police station in extent of approximately 1 Acre.
- (c) The land already released to house buddhist temple in extent of approximately 1 Acre.

(d) All such land area and buildings as may be mutually agreed upon between CPC and Foreign Investor as required by CPC for housing its offices and quarters for its employees.

The Second Schedule above referred to

(a) All that offshore area abutting the land described in the first schedule above referred to, excluding the Prima Ceylon Limited jetty and the cargo jetty but including the two oil jetties.

(b) All that adequate waterfront area and offshore area to be used by the Foreign Investor situated at and North of Sober Island for the provision of alongside jetty facilities and/or at Round Island for SPM facilities.

(c) The right of way, the right of use, the right of all servitudes and easements and the right to obtain all other facilities in the cargo jetty which is situated within the area described in Paragraph (a) of this schedule.

Appendix A above referred to

(Telex message Nr.ORO/8090 of 16-11-83 to CEPETCO)

TO: MR. DAHAM WIMALASENA
CHAIRMAN- CEYLON PERTROLEUM CORPORATION

CC: MR. JAYALINGAM
SRI LANKA

CC: OROLEUM LTD

FM: OROLEUM SPORE

WE REFER TO YOUR TELEX DATED NOV. 8TH, 1983 AND ARE PLEASED TO GIVE YOUR THE FOLLOWING CO-ORDINATED REPONSE FROM OROLEUM LTD/TRADINAFT S.A./OIL TANKING GMBH.

AFTER HAVING DISCUSSED CPC'S PROPOSALS TO GET AN OPTION OF 51 PERCENT EQUITY BEFORE THE END OF THE SURVEY PERIOD WITH OUR PARTNERS WE CAME TO THE CONCLUSION THAT SUBJECT TO THE FOLLOWING PROVISIONS AND SUBJECT TO BOARD APPROVAL OF THE PARTNERS, WE WOULD BE PREPARED TO ACCEPT AN OPTION FOR CPC FOR 51 PERCENT EQUITY IN THE JOINT VENTURE COMPANY TO BE FOUNDED BY CPC AND OURSELVES:

(a) The land already released to Prima Ceylon Limited in extent of approximately 25 Acres.

(b) The land to be released to house the police station in extent of approximately 1 Acre.

(c) The land already released to house Buddhist temple in extent of approximately 1 Acre.

1. TERMS AND CONDITIONS ALREADY INDICATED IN TELEX NO 7402 OF OCTOBER 11, 1983, PARAGRAPH (BBB) FOR 16 PERCENT CPC EQUITY PLUS FOLLOWING CHANGES:
2. DAILY STORAGE RENTALS TO BE WITHDRAWN.
3. A SEPARATE EXCLUSIVE MANAGEMENT CONTRACT WITH A MANAGEMENT COMPANY TO BE FORMED BY OROLEUM, TRADINAFT AND OILTANKING, FOR THE MANAGEMENT, FINANCIAL CONTROL AND MARKETING OF THE TRINCOMALEE TANK FARM.
4. PAYMENT OF A MANAGEMENT FEE FOR THE SERVICES RENDERED FOR THE MANAGEMENT COMPANY TO THE JOINT VENTURE COMPANY TO BE FORMED WITH CPC (OF WHICH CPC WOULD HOLD 51% IF THEY ARE OPTING FOR 51%) OF 33.33% OF ALL STORAGE RENTALS EARNED BY THE JOINT VENTURE COMPANY.
5. CPC TO REIMBURSE FOREIGN PARTNERS WITH 51% OF ALL SURVEY COSTS INCURRED DURING AND ATTRIBUTABLE TO THE SURVEY AND TEST MARKETING OF THE PROJECT.
6. WITHDRAWALS OF BUSINESS TURNOVER TAX AND BUNKERING ROYALTIES PAYABLE BY THE JOINT VENTURE COMPANY AND THE MANAGEMENT COMPANY.
7. CPC, RESPECTIVELY SRI LANKA GOVERNMENT TO PROVIDE ACCEPTABLE BANK GUARANTEES FOR THE LOANS REQUIRED BY THE PARTNERS FOR FINANCING THEIR 49% EQUITY SHARE IN THE PROJECT.
8. CPC TO DECLARE BEFORE THE END OF THE SURVEY PERIOD WHETHER THEY WOULD OPT FOR 16% OR 51% IN THE EQUITY OF THE JOINT VENTURE.
9. THE GUARANTEED MINIMUM ANNUAL STORAGE RENTALS MENTIONED UNDER POINT 3. OF (BBB) IN TELEX NO. 7422 HAS NOT ONLY TO BE WITHDRAWN FOR THE FIRST 7 YEARS BUT FOR THE TOTAL DURATION OF THE CONTRACT.
10. MANAGEMENT FOR 51% EQUITY CONTRIBUTION HAS TO CONSIST OF EQUAL NUMBERS OF DIRECTORS AND/OR ALTERNATE DIRECTORS ON THE BOARD OF THE JOINT VENTURE COMPANY. FURTHERMORE, THE BYE-LAWS AND STATUS OF THIS JOINT VENTURE COMPANY HAVE TO CONTAIN SATISFACTORY RIGHTS FOR THE MINORITY SHAREHOLDERS.

BEST REGARDS
DOUG. MILLER
AS INSTRUCTED BY OROLEUM LTD.

IN WITNESS WHEREOF
The Common Seal of the Ceylon Petroleum Corporation is hereunto affixed at No. 113, Galle Road, Kollupitiya, Colombo 3, Sri Lanka as a part to this Agreement and promoter of (LANKA) Limited on this day of One Thousand Nine Hundred and Eighty Four in the presence of:

Ceylon Petroleum Corporation
Daham Wimalasena
Chairman, Board of Directors

Ceylon Petroleum Corporation
Director

who do hereby authenticate the application of the Seal of the Ceylon Petroleum Corporation

Signed for and on behalf of the Foreign Investor:

for and on behalf of the respective parties representing the Foreign Investor as the other party to this Agreement and as co-promoters of (Lanka) Limited at Colombo this day One Thousand Nine Hundred and Eighty Four.

WITNESSES: 1. 2.

APPROVED BY:
Secretary
Ministry of Industries & Scientific Affairs

on this day of One Thousand Nine Hundred and Eighty Four on behalf of the Government of the Democratic Socialist Republic of Sri Lanka.

WITNESSES:
1.
2.
3.

BEST REGARDS
DOUG. MILLER

ஆ. ஜி.

மேல வாகை அபிமான மூலகம் கருவா கலகிய கலாபல கிபுரடி கல யுவு வுந் டுந்லு ரீகி மந்லிந் மீந் பிபலகக் கெந பகி பலா
புதுடிபிப டுந்லா ப்ல பிபலக குந்லாபி க-கலகரக வலந

1984 டுபுரல் 19 வல மூலகபகிந் டு

கலகலகலலா டுலகெந கெ ப்லிப யுவுகி.

குறிப்பு

அங்கத்தவர்கள் இறுதிப் பதிப்பிற் செய்யவிரும்பும் பிழை திருத்தங்களை அறிக்கையிற்றெளிவாகக் குறித்து
பிழை திருத்தங்களைக் கொண்ட பிரதியை ஹன்சாட் பதிப்பாளியருக்கு

1984 ஏப்ரல் 19, வியாழக்கிழமைக்குப் பிந்தாமற்

கிடைக்கக்கூடியதாக அனுப்புதல் வேண்டும்.

NOTE

Corrections which Members suggest for the Final Print should be clearly marked in this Report and the copy containing
the corrections must reach the Editor of HANSARD,

not later than

Thursday, 19th April 1984

Contents of Proceedings	: From 3.00 p.m. to 4.59 p.m. on 05.04.1984
Final set of manuscripts received from Parliament	: 9.18 p.m. on 05.04.1984
Printed copies despatched	: 07.04.1984 morning

දයක මුදල් : පාර්ලිමේන්තු විවාද වාර්තාවල වාර්ෂික දයක මිල රු. 200/- කි. (අශෝචිත පිටපත් සඳහා නම් රු. 175/- කි). පිටපතක් ගෙව්වා ගැනීම අවශ්‍ය නම් ගාස්තුව රු. 2.50 කි. තැපැල් ගාස්තුව ගත 90 කි. කොළඹ 1, තැ. පෙ. 500, රජයේ ප්‍රකාශන කාර්යාංශයේ අධිකාරී වෙත සෑම වර්ෂයකම නොවැම්බර් 30 දින ප්‍රථම දයක මුදල් ගෙවා ඉදිරි වර්ෂයේ දයකත්වය ලබාගෙන විවාද වාර්තා ලබාගත හැකිය. නියමිත දිනෙන් පසුව එවනු ලබන දයක ඉල්ලුම්පත් භාරගනු නොලැබේ.

සந்தා : ඉහත සඳහන් අධිකාරීන්ගේ අධීක්ෂණයට ලක්වනු ලබන සන්තක සඳහා 200/- (නිරුක්තවනු ලබන පිරිසිදු ප්‍රතිපත්ති 175/-) ඉහත සඳහන් අධිකාරීන්ගේ අධීක්ෂණයට ලක්වනු ලබන සන්තක සඳහා 2.50. තවද සේවක 90 පමණක්. සන්තක සඳහා මුද්‍රණයට ලක්වනු ලබන ප්‍රතිපත්ති, ප්‍රකාශන කොමිෂියන්ගේ, ත. පෙ. මු. 500, කොළඹ 1 හි විවිධ වාර්ෂිකව ප්‍රකාශනයට ලක්වනු ලබන ප්‍රතිපත්ති පිළිබඳව ප්‍රකාශනයක්. ඉහත සඳහන් සන්තක සඳහා 30 ක් පමණක් ප්‍රකාශනයට ලක්වනු ලබන ප්‍රතිපත්ති පිළිබඳව ප්‍රකාශනයක්. ප්‍රතිපත්ති පිළිබඳව ප්‍රකාශනයක් සන්තක සඳහා විකුණනු ලබන ප්‍රතිපත්ති පිළිබඳව ප්‍රකාශනයක්.

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