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# හිඟුරාන සීනි කර්මාන්තයතනයේ මෙහෙයුම් කටයුතු සඳහා පිහිටුවන ලද සී/ස ගල්ඔය වැව්ලි (පුද්ගලික) සමාගමේ ක්‍රියාකාරිත්වය පිළිබඳ විශේෂ විගණන වාර්තාව

## විධායක සාරාංශය

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මෙලෙස නිෂ්පාදන කටයුතු නතර කර තිබුණු කර්මාන්තයතනයෙහි සේවය කරමින් සිටි සේවක පිරිසද විශ්‍රාම ගැන්වීමට කටයුතු කරන ලද අතර නැවතත් කර්මාන්තයතනය ප්‍රතිව්‍යුහගත කිරීමේ කටයුතු 2006 වර්ෂයේ දී ආරම්භකර තිබුණි.

මෙම ප්‍රතිව්‍යුහකරණය යටතේ 2006 වර්ෂයේ දී රජය, පෞද්ගලික සමාගම් වන බ්‍රවුන්ස් සහ සමාගම (Browns) සහ ලංකා ඔරික්ස් ලීසින් සමාගම (LOLC) යන සමාගම් එක් වී පිහිටුවා ගන්නා ලද සමාගමක් මගින් හිඟුරාන සීනි කර්මාන්තයතනයෙහි කටයුතු ආරම්භ කිරීමට අමාත්‍ය මණ්ඩල අනුමැතිය ලැබී තිබුණි. ඒ අනුව 2009 වර්ෂයේදී රජය සමග කොටස්හිමී ගිවිසුමකට එළඹ තිබූ අතර එතෙක් වූ 2006 – 2009 කාලය තුළ රජයේ දායකත්වයක් නොමැතිව ස්ථාපිත කර තිබූ ගල්ඔය වැව්ලි (පුද්) සමාගම (GOPL) නමින් වූ සමාගමක් මගින් කර්මාන්තයතනයෙහි කටයුතු පවත්වාගෙන ගොස් තිබුණි.

එලෙස රජයේ දායකත්වයක් නොමැතිව සමාගමෙහි මෙහෙයුම් කටයුතු පවත්වාගෙන ගොස් තිබූ කාලය තුළ ඇති වූ තත්ත්වයන් මෙන්ම 2009 වර්ෂයේදී රාජ්‍ය සමාගම පිහිටුවීමට ගිවිසුම්ගත වීමෙන් අනතුරුව ඇති වූ තත්ත්වයන්ද සැලකිල්ලට ගනිමින් මෙම වාර්තාව නිකුත් කරන ලදී.

2009 වර්ෂයේ රජය සමඟ කොටස් ගිවිසුමට එළඹීමෙන් අනතුරුව 2010 වර්ෂයේ දී සමාගමෙහි කොටස් නිකුතුව සිදු කර තිබුණි. මෙම කොටස් නිකුතුවේ දී රජයට සමාගමේ අයිතියෙන් සියයට 51 ක් හා Browns සමාගම සහ LOLC සමාගම ප්‍රමුඛ පෞද්ගලික අංශයට සියයට 49 ක්ද හිමි වී තිබුණි.

ඉහත සඳහන් සියයට 49 ක කොටස් හිමි පෞද්ගලික අංශය ඊට අදාළ ප්‍රතිෂ්ඨාව මුදලින් ගෙන ආ යුතු වුවද එම ප්‍රතිෂ්ඨාව මුදලින් ගෙනැවිත් නොතිබුණු අතර රජයට හිමිකමක් නොතිබූ 2006-2009 කාලය තුළ ඉහතින් සඳහන් කරන ලද පෞද්ගලික අංශය විසින් GOPL සමාගමට යෙදවූ වායැයි සඳහන් කරන ලද මුදලක් එම ප්‍රතිෂ්ඨාව ලෙස හිලව් කර තිබුණි. තවද එම යොදන ලද යැයි සඳහන් කරන ලද මුදලට සියයට 28 ක පමණ පොළී ප්‍රතිශතයක් අයකිරීමටද කටයුතු කර තිබුණු අතර සමාගමෙහි කටයුතු සඳහා දිගින් දිගටම අසාමාන්‍ය කොන්දේසි හා සාපේක්ෂව ඉහල පොළී අනුපාතයන් යටතේ ඉහතින් සඳහන් කරන ලද LOLC සමාගමෙහි ආශ්‍රිත සමාගම් වලින් ණය ලබා ගැනීමට කටයුතු කර තිබුණු බව නිරීක්ෂණය විය.

එලෙස ඉහළ පොළි අනුපාතිකයන් හා ඇතැම් අවස්ථාවන් වලදී වැල්පොළි අනුපාතයන් යටතේ ණය ලබා ගැනීම හේතුවෙන් අධික මූල්‍ය පිරිවැයක් දැරීමට ද GOPL සමාගමට සිදු වී තිබුණි. තවද 2009 වර්ෂයේ සිට විවිධ උච්චාවචනයන් යටතේ දළ ලාභයක් ඉපීමට එම සමාගම සමත් වුවද 2009 වර්ෂයේ සිට 2020 වර්ෂය දක්වා දිගින් දිගටම ශුද්ධ අලාභයන් වාර්තා කිරීමට මෙම ඉහළ මූල්‍ය පිරිවැය ප්‍රධාන වශයෙන් බලපා ඇති බව නිරීක්ෂණය විය.

තවද රාජ්‍ය සමාගමක් වන මෙම සමාගමට අදාළව ප්‍රමාණාත්මක සෘජු අධීක්ෂණයක් මහා භාණ්ඩාගාරයෙන් සිදු නොවීම මෙන්ම කොටස්හිමි ගිවිසුමට අනුව රජයට කිසිදු ලාභාංශයක් ලැබී නොමැති බව නිරීක්ෂණය වූ අතර මෙම වාතාවරණය තුළ 2020 මාර්තු 31 දින වන විට සමාගමේ වත්කම් ඉක්ම වූ වගකීම් වටිනාකම රු.මිලියන 7,521 ක් වී තිබුණි. තවද කොටස්කරුවන්ගේ ගිවිසුමට එළඹෙන විට එම ගිවිසුමට ඇතුළත් කරන ලද යම් යම් කොන්දේසි ඉටුකිරීමට දෙපාර්ශයම අසමත් වී තිබුණු අතර GOPL සමාගමෙහි කළමණාකරන කටයුතු ඉටුකිරීම සමාගම ගල්ඔය හෝල්ඩින්ග්ස් සමාගම (GOHL) වෙත පවරා දී තිබුණද ඒ තුළින් අපේක්ෂා කරන ලද අරමුණු ඉටු වී නොමැති බව GOPL සමාගමෙහි දිගින් දිගටම පවතින මෙහෙයුම් අකාර්යක්ෂමතාවය තුළින් නිරීක්ෂණය විය.

ඒ අනුව රජයට සියයට 51 ක අයිතියක් ඇතිව හා රජයේ දේපල භාවිතා කරමින් පවත්වාගෙන යනු ලබන GOPL සමාගමෙහි ක්‍රියාකාරිත්වය සම්බන්ධයෙන් මහාභාණ්ඩාගාරයේ අධීක්ෂණය පුළුල් කිරීම තුළින් රජයේ හිමිකම සහතික කිරීම හා සමාගම ලාභදායී තත්ත්වයට පත්කිරීමට උපරිම ප්‍රයත්න දැරීම තුළින් රජයට හිමිවිය යුතු ආදායම් නිසි පරිදි ලබා ගැනීමට කටයුතු කිරීමත්, උක් ගොවීන්ට සාධාරණ වාසි අත්කර දීමත් වර්තමානය වන විට දේශීය සිනි අව්‍යයතාවයෙන් රටතුළ සිනි නිෂ්පාදනය සියයට 9 ක් පමණ වන ප්‍රමාණය ඉහළ නංවා ගැනීම තුළින් සිනි ආනයනය සීමා කිරීම සඳහා උපරිම ප්‍රයත්න දැරීමට සමාගමේ කටයුතු මෙහෙයවීම සිදු කළ යුතු බව මෙම වාර්තාවෙන් නිර්දේශ කෙරේ.

**01. වාර්තාව නිකුත් කිරීමේ පසුබිම**

1993 වර්ෂයේ දී පෞද්ගලිකරණය කරන ලද හිගුරාන සිනි කර්මාන්තයතනය නැවතත් 1997 වර්ෂයේ දී රජයට පවරා ගෙන නිෂ්පාදන කටයුතු ආරම්භ කර තිබුණි. නමුත් නැවතත් එම වර්ෂයේ සැප්තැම්බර් මස නිෂ්පාදන කටයුතු නතර කර තිබුණු අතර සියළුම සේවකයින් ස්වේච්ඡාවෙන් විශ්‍රාම ගන්නවා තිබුණි. ඉන් අනතුරුව දිගින් දිගටම නිෂ්පාදන කටයුතු සිදු කර නොතිබුණු මෙම ආයතනය 2006 වර්ෂයේ දී රජය, පෞද්ගලික සමාගම් වන බ්‍රවුන්ස් සහ සමාගම සහ ලංකා ඔරික්ස් සමාගම යන ආයතන වලින් සැදුම්ලත් ආයෝජන හවුලක් මගින් කර්මාන්තයතනය සංවර්ධනය කිරීමට අමාත්‍ය මණ්ඩල අනුමැතිය ලබා දී තිබුණි.

ඉන් අනතුරුව 2009 වර්ෂයේ දී රජය සමග ඇතිකරගත් ගිවිසුමට අනුව රජයට අයත් වත්කම් යොදාගෙන ශ්‍රී ලංකා රජයට (GOSL) සියයට 51ක කොටස් හිමිකාරිත්වයක් හා ලංකා ඔරික්ස් ලීසිං සමාගම (LOLC) හා බ්‍රවින් සහ සමාගම (Browns) යන පෞද්ගලික අංශයේ සමාගම්වල



සියයට 49ක කොටස් හිමිකාරිත්වයක් යටතේ සීමා සහිත ගල්ඔය වැව්ලි (පුද්) සමාගම (GOPL), රජයට අයත් පෞද්ගලික සමාගමක් ලෙස මෙහෙයුම් කටයුතු ආරම්භ කරන ලදී.

මෙලෙස ආරම්භ කරන ලද GOPL සමාගමෙහි ක්‍රියාකාරිත්වයෙහි පවතින ගැටළුකාරී යැයි හඳුනාගන්නා ලද ක්ෂේත්‍රයන් කිහිපයක් පිළිබඳව කරුණු දක්වමින් උක්, බඩ ඉරිඟු, කපු, ගම්මිරිස්, කුරුඳු, කරාඬු නැට්, බුලත් ඇතුළු කුඩා වැව්ලි බෝග වගා සංවර්ධනය ආශ්‍රිත කර්මාන්ත හා අපනයන ප්‍රවර්ධන රාජ්‍ය අමාත්‍යාංශ ලේකම් මා වෙත යොමු කර තිබූ ඉල්ලීම ද සැලකිල්ලට ගනිමින් ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ආණ්ඩුක්‍රම ව්‍යවස්ථාවේ 154 (1) ව්‍යවස්ථාව අනුව මා වෙත රාජ්‍ය සමාගමක් විගණනය කිරීම සඳහා ලැබී ඇති බලතල මත හා 2018 අංක 19 දරන විගණන පනතෙන් මා වෙත ලැබී ඇති බලතල මත 2017 වර්ෂයෙහි සිට මෙම සමාගම් වල වාර්ෂික මූල්‍ය විගණනයෙන් හඳුනාගත් කරුණුද පදනම් කරගනිමින් මෙම විගණනය සිදු කරන ලදී.

**02. විගණන විෂයපථය**

හිගුරාන සීනි කර්මාන්තයතනයෙහි නිෂ්පාදන කටයුතු 1997 සැප්තැම්බර් මාසයේ දී නතරවීමෙන් පසුව එහි කටයුතු නැවත ප්‍රතිව්‍යුගතකරණයට අදාළ කරුණු පිළිබඳව මෙම විගණනය සිදු කරන ලදී. එහිදී 2006 වර්ෂයේ සිට හිගුරාන සීනි කර්මාන්තයතනයෙහි කටයුතු පෞද්ගලික අංශයක් විසින් සිදුකිරීමද ,2009 වර්ෂයේ දී මෙම රාජ්‍ය සමාගම (GOPL) පිහිටු වීමෙන් අනතුරුව ඇති වූ තත්ත්වයන් ද පරීක්ෂාවට ලක් කරන ලදී. එහිදී GOPL සමාගම පිහිටු වීමේ කොටස්කාර ගිවිසුම හා එම සමාගමේ කළමණාකරන කටයුතු ඉටු කිරීම සඳහා වූ සීමා සහිත ගල්ඔය හෝල්ඩින් (පුද්) සමාගම (GOHL) සමග වූ කළමණාකරන ගිවිසුමද ඇතුළුව අදාළ ක්‍රියාවලිය පරීක්ෂාවට ලක් කරන ලදී. මීට අමතරව මෙම සමාගමෙහි ක්‍රියාකාරිත්වය (2010 සිට 2020 දක්වා කාලපරිච්ඡේදය තුළ) පරීක්ෂාවට ලක් කරන ලද අතර රාජ්‍ය සමාගමක් ලෙස කටයුතු පවත්වාගෙන යාමේ දී මෙම සමාගමෙහි (GOPL) කටයුතු සම්බන්ධයෙන් රජයේ මැදිහත් වීම හා මෙම සමාගම පිහිටුවීමෙන් රජය අපේක්ෂා කරන ලද අරමුණු ඉටුවීම පිළිබඳවද පරීක්ෂාවට ලක්කරන ලදී.

**3. විෂය පථයේ සීමාවන්**

- 3.1 විගණනය සිදුකරන අවස්ථාව වනවිට අදාළ සමාගම ආරම්භ කර වර්ෂ 15කට ආසන්න කාලයක් ගතවී තිබීම හා වසර 10 කට වැඩි කාලයක් විගණකාධිපතිගේ සෘජු විගණනයට ලක්වීම සඳහා නෛතික ප්‍රතිපාදන නොතිබීම හේතුවෙන් ඇතැම් ආරම්භක තොරතුරු විගණනයට ලබා ගැනීමට නොහැකි වීම.
- 3.2 සමාගම සඳහා අරමුදල් සපයා ගැනීමේ දී ප්‍රධාන වශයෙන් එම අරමුදල් ණය මුදල් ලෙස පෞද්ගලික මූල්‍ය ආයතන මගින් මූල්‍යනය කර ගැනීමට යොමු වී තිබුණද එම ණය ලබා ගැනීමේවලට අදාළ තොරතුරු ලබාගැනීමට අපහසු වීම.

- 3.3 සංවරණ සීමා යටතේ විගණනය සිදු කිරීම හේතුවෙන් තොරතුරු ලබා ගැනීමේ මාධ්‍යයන් සීමාවීම.
- 3.4 සමාගම ආරම්භක අවස්ථාවේ ආයතනවල සිටි නිලධාරීන් විගණනය සිදුකරන අවස්ථාවේදී නොසිටීම තොරතුරු ලබාගැනීමට අහිතකර ලෙස බලපෑම.
- 3.5 මහා භාණ්ඩාගාරයේ රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුව සමාගමේ ව්‍යාපාර කටයුතු කාලීනව හා ප්‍රමාණාත්මක නියාමනයට ලක්කර නොතිබීම හේතුවෙන් සමාගමේ ව්‍යාපාර කටයුතු සම්බන්ධයෙන් රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුව දායකත්වය ඇගයීමට ලක්කිරීමට අපහසු වීම.
- 3.6 GOPL සමාගමෙහි කළමනාකරන කටයුතු සඳහා පිහිටුවන දළ GOHL සමාගමෙහි ඇතැම් අධ්‍යක්ෂ මණ්ඩල තීරණ හා අධ්‍යක්ෂ මණ්ඩල තීරණ සඳහා පදනම් කරගත් ඇතැම් ලිපි ලේඛණ සමාගම් ලේකම් වෙතින් විගණනයට ඉදිරිපත් නොවීම.

#### 4. අනුගමනය කරන ලද ක්‍රමවේදයන්

##### 4.1 පොත්පත් ලේඛන පරීක්ෂා කිරීම

- i. 2018 අංක 19 දරන ජාතික විගණන පනත
- ii. 2007 අංක 07 දරන සමාගම් පනත
- iii. 1978 අංක 04 දරන ශ්‍රී ලංකා අයෝජන මණ්ඩල පනත
- iv. සීමා සහිත හිඟුරාණ සිනි සමාගම ප්‍රතිව්‍යුහගත කිරීමට අදාළව ඉදිරිපත් කර ඇති අමාත්‍ය මණ්ඩල සංදේශ, පත්‍රිකා හා ඊට අදාළව ඉදිරිපත් කර තිබූ නිරීක්ෂණ හා අමාත්‍ය මණ්ඩල තීරණ
- v. සමාගම් ලියාපදිංචි කිරීමට අදාළව සමාගම් රෙජිස්ට්‍රාර් කාර්යාලය වෙත ලබා තිබූ තොරතුරු හා වාර්තා
- vi. ආයෝජන මණ්ඩලය (BOI) වෙත ඉදිරිපත් කර තිබූ අයදුම්පත් හා ලියකියවිලි
- vii. GOPL සමාගමේ පොත්පත් හා වාර්තා
  - සමාගමේ අධ්‍යක්ෂ මණ්ඩල රැස්වීම් වාර්තා හා තීරණ
  - සමාගම සමඟ ඇති කරගත් ගිවිසුම්
  - සමාගමේ මූල්‍ය ප්‍රකාශන
- viii. කළමනාකරණ සමාගමේ (GOHL) මූල්‍ය ප්‍රකාශණ
- ix. LOLC හා Browns සමාගමේ මූල්‍ය ප්‍රකාශන (අන්තර් ජාලයෙන් ලබා ගත් තොරතුරු අනුව)

- x. උක් ගොවීන් වෙත ලබා දී තිබූ ප්‍රදානයන් සහ සහන ණයවලට අදාළව කුඩා කෘෂිකාර්මික ගොවීන්ගේ සහභාගිත්ව ව්‍යාපෘතිය ට අදාළව පවත්වාගෙන ගොස් තිබූ ලේඛන හා වාර්තා

4.2 උක් වගාවට අදාළ ගොවීන්ගෙන් හා බාහිර පාර්ශ්වයන්ගෙන් අදහස් ලබා ගැනීම

## 05. ක්‍රියාවලිය

### 5.1 හිඟරාන සීනි කර්මාන්තයතනයෙහි ආරම්භය හා ක්‍රියාකාරිත්වය

5.1.1 1960 දශකයෙහි ආරම්භ කරන ලද රජයට අයත් හිඟරාන සීනි කර්මාන්තයාතනයට ඉඩම් හෙක්ටයාර් 7,466 ක් පමණ හිමිව තිබූ අතර ඉන් හෙක්ටයාර් 6,497 ක් පමණ උක් වගා කිරීම සඳහා භාවිතා කර තිබුණි. මෙම ආරම්භක අවස්ථාව වන විට මෙම කර්මාන්තයාතනයට අංග සම්පූර්ණ කාර්මික වැඩ පොළක්, විදුලි අංශයක් හා විදුලි උත්පාදන ඒකකයක්, යාන්ත්‍රික වැඩපළක්, ඉස්කාගාරයක්, අංග සම්පූර්ණ රසායනාගාරයක්, දැව්තෙල් හා අනෙකුත් ඉන්ධන ගබඩා කිරීමේ මධ්‍යස්ථායක් ඇතුළු ඉහළ වටිනාකමකින් යුත් වත්කම් රාශියක් හිමි වී තිබුණි. 1999 වර්ෂය වන විට මෙම ආයතනයෙහි 2,428 ක් පමණ සේවකයින් පිරිසක් සේවයේ යෙදී තිබුණි.

5.1.2 මෙලෙස දශක 3 ක පමණ රාජ්‍ය අංශය යටතේ නිෂ්පාදන කටයුතු සිදුකරන ලද මෙම ආයතනය 1993 වර්ෂයේදී පෞද්ගලිකරණය කරන ලද අතර එහිදී ආයතනය සතු කොටස් ප්‍රමාණයෙන් සියයට 90 ක් පෞද්ගලික අංශයටත්, සියයට 10 ක කොටස් ප්‍රමාණයක් එවකට සේවයේ නියුතු සේවකයින් අතර බෙදී යන අයුරින් කටයුතු කර තිබුණි. ඒ අනුව අදාළ සියයට 90 ක කොටස් ප්‍රමාණය එස්.ඒ.බී.ට්‍රේඩිං පුද්ගලික සමාගමට පවරා තිබුණි (ඇමුණුම 01). මෙම පෞද්ගලික ආයෝජකයා විවිධ ගැටළු වලට මුහුණ දීම හේතුවෙන් 1997 වර්ෂයේ දී නැවතත් රජයට පවරා ගෙන නිෂ්පාදන කටයුතු ආරම්භ කරන ලදී. නමුත් 1997 සැප්තැම්බර් මාසයේ දී නැවත නිෂ්පාදන කටයුතු නතර කරන ලද අතර ස්වේච්ඡාවෙන් විශ්‍රාම ගැන්වීමේ පදනම මත රජයේ වියදමින් රු.මිලියන 390 ක් ගෙවා වර්ෂ 2000-2001 කාලය තුළ සියලුම සේවකයින් විශ්‍රාම ගන්වා තිබුණි.

5.1.3 කර්මාන්තශාලා සහ රජයේ ව්‍යාපාර නැවත සංවර්ධනය කිරීමේ ප්‍රතිපත්තිය අනුව නිපුණතා සංවර්ධන සහ රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ අමාත්‍යවරයා විසින් ඉදිරිපත් කරන ලද හිඟරාන සීනි කර්මාන්තශාලාව සංවර්ධනය කිරීම සඳහා ඉදිරිපත් කරන ලද 2006 ජුනි 06 දිනැති අංක 06/1203/274/012 දරන අමාත්‍ය මණ්ඩල සංදේශය පිළිබඳව (ඇමුණුම 02), එවකට ගරු අග්‍රාමාත්‍යවරයාගේ සහභාගිත්වයෙන් පැවති අමාත්‍ය මණ්ඩල උපකමිටුවේ දී නිර්දේශ ලබා දී තිබුණි. ඒ අනුව 1997 වර්ෂයේ සිට නිෂ්පාදන කටයුතු නතර කරන ලද මෙම කර්මාන්ත ශාලාවෙහි නිෂ්පාදන කටයුතු එම

නිර්දේශ පදනම් කරගනිමින් නව පෞද්ගලික ආයෝජකයකුට ලබා දීමට 2006 ජූලි 19 වැනි දින අමාත්‍ය මණ්ඩල අනුමැතිය ලැබී තිබුණි. (ඇමුණුම 03)

5.1.4 එම අමාත්‍ය මණ්ඩල තීරණය පදනම් කරගනිමින් ආයෝජන මණ්ඩලයේද මැදිහත්වීම අනුව ශ්‍රී ලංකා රජය, බුටුන්ස් සහ සමාගම සහ ලංකා ඔරික්ස් ලිසිං සමාගම යන අයගෙන් සැලුම්ලත් ආයෝජක හවුලක් මගින් හිඟරාන සීනි කර්මාන්තශාලාව නැවත ආරම්භ කිරීමටත්, එහි කළමනාකරණය නව හවුල වෙත ලබා දීමටත් හිඟරාන සීනි සමාගමේ සියළුම දේපල වල අයිතිය රජය සතුව තබා ගැනීමටත්, 2006 අගෝස්තු 25 දින අමාත්‍ය මණ්ඩල අනුකමීටුව විසින් තීරණය කර තිබුණි.

5.1.5 තවද GOPL සමාගමේ කළමනාකරණ කටයුතු සඳහා සීමා සහිත ගල්ඔය හෝල්ඩින් (පුද්) සමාගම ( GOHL ) පිහිටුවා තිබුණු අතර එම සමාගම තනි පුද්ගලයින් සිව්දෙනෙකුගේ කොටස් හිමිකාරිත්වය යටතේ 2006 ඔක්තෝබර් 04 දින සමාගමක් ලෙස ලියාපදිංචි කර තිබුණි. එකී සමාගමේ කොටස් හිමිකාරිත්වය තනි පුද්ගලයින් සිව්දෙනා සහ LOLC හා Browns සමාගම අතර පහත පරිදි හුවමාරු වී තිබුණි.

වගුව අංක 01- ගල්ඔය හෝල්ඩින්ග්ස් ලිමිටඩ් ( GOHL ) හි කොටස් හිමිකාරිත්වය

කොටස් හිමිකරු	කොටස් ප්‍රමාණය			
	2006/07	2008/09	2012/13	2015/16
කොටස්කරු A	45	45	45	-
කොටස්කරු B	45	45	45	45
කොටස්කරු C	05	05	05	-
කොටස්කරු D	05	05	05	-
Browns	-	1,000,000	1,300,000	1,300,000
LOLC	-	1,000,000	1,300,000	1,300,055

5.1.6 2006 ඔක්තෝබර් 11 දින පළමුවරට ගල්ඔය වැව්ලි (පුද්ගලික) සමාගම (GOPL) නමින් පුද්ගලික සමාගමක් තනි පුද්ගලයන් දෙදෙනෙකු හා GOHL සමාගම වෙත එක් කොටස බැගින් වන කොටස් හිමිකාරිත්වයක් සහිතව සමාගම රෙජිස්ට්‍රාර් දෙපාර්තමේන්තුවේ අංක. N (PVS) 48141 යටතේ ලියාපදිංචි කර තිබුණු අතර (ඇමුණුම 04) සමාගම ආරම්භ කිරීමේ මූලික අරමුණ ලෙස හිඟරාන සීනි කර්මාන්තායතනය අත්පත් කරගැනීම දක්වා තිබුණි.

5.1.7 ඒ අනුව, සීමා සහිත ගල්ඔය වැව්ලි (පුද්) සමාගම (GOPL) නමින් සමාගමක් පිහිටුවීමෙන් අනතුරුව GOPL සමාගමේ අධ්‍යක්ෂවරුන් දෙදෙනෙකු ගේ අත්සනින් 2006 අගෝස්තු 21 දින ආයෝජන මණ්ඩලයට (BOI) අයදුම්පත්‍රයක් ඉදිරිපත් කර, 2006 ඔක්තෝබර් 25 දින ආයෝජන මණ්ඩලය සමග ගිවිසුමකට ඇතුළත් වී හිඟරාන සීනි කර්මාන්තායතනයෙහි නිෂ්පාදන කටයුතු ආරම්භ කිරීමට කටයුතු

පිලියෙළ කරන තිබුණි. මෙලෙස ආයෝජන මණ්ඩලයට ඉදිරිපත් කරන ලද අයදුම්පත්‍රයෙහි පහත සඳහන් තොරතුරු ඇතුළත් කර තිබුණි.

අයදුම්පත්‍රයෙහි GOPL හි කොටස් හිමිකාරිත්වය පහත පරිදි පවත්වා ගන්නා බවට දක්වා තිබුණි.

**වගුව අංක 02 - අයදුම්පත්‍රයෙහි සඳහන් පරිදි GOPL හි කොටස් හිමිකාරිත්වය**

කොටස් හිමි පාර්ශවය	කොටස් හි වටිනාකම රු.මිලියන	හිමිකාරිත්ව ප්‍රතිශතය %
හිඟුරාණ සීනි සංයුක්ත මණ්ඩලය (HSIL)	247.7	51
LOLC	118.99	24.5
Browns	118.99	24.5

එසේම සීනි, මධ්‍යසාර හා E – diesel නිෂ්පාදනයට ව්‍යාපෘති සිදුකරන බවට දක්වා තිබූ අතර, මේ සඳහා වසරක් තුළ කොටස් ප්‍රාග්ධනය රු.මිලියන 485.6 ක් හා ණය ප්‍රාග්ධනය ලෙස වසර දෙකක් තුළ රු.මිලියන 800 ක් යොදවන බවටත් දක්වා තිබුණි.

තවද අංක 07/0535/334/006 දරන අමාත්‍ය මණ්ඩල පත්‍රිකාවට 2007 අප්‍රේල් 25 පැවති අමාත්‍ය මණ්ඩල රැස්වීමේදී ලබාදුන් අනුමැතිය පදනම් කරගෙන නැවත 2007 ජූලි 12 දින දෙවන වරටද GOPL හා ආයෝජන මණ්ඩලය ගිවිසුමකට එළඹ තිබුණු අතර එම ගිවිසුම 2019 ජනවාරි 11 දින දක්වා ක්‍රියාත්මක වී තිබුණි.

5.1.8 ඉහත 5.1.4 හි සඳහන් හවුල (GOPL) වෙත අදාළ දේපල දීර්ඝ කාලීන බදු ගිවිසුමක් මගින් ලබාදීම සඳහා රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිෂමට (PERC) පහසුකම් සපයන්නෙකු ලෙස ක්‍රියා කිරීම සඳහා අනුමැතිය ඉල්ලා වැවිලි කර්මාන්ත අමාත්‍යවරයා සහ ව්‍යාපාර සංවර්ධන සහ ආයෝජන ප්‍රවර්ධන අමාත්‍යතුමා විසින් ඒකාබද්ධ අමාත්‍ය මණ්ඩල සංදේශයක් ඉදිරිපත් කළ යුතු බව නැවතත් 2006 නොවැම්බර් 09 දින රැස්වූ ආයෝජන පහසුකම් සැපයීම පිළිබඳ අමාත්‍ය මණ්ඩල උප කමිටුව විසින් තීරණය කර තිබුණි.

5.1.9 ඒ අනුව ආයෝජන ප්‍රවර්ධන සහ රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ අමාත්‍යවරයා සහ වැවිලි කර්මාන්ත අමාත්‍යවරයා විසින් ඉදිරිපත් කරන ලද 2006 නොවැම්බර් 28 දිනැති අංක 06/2251/250/047 දරන ඒකාබද්ධ අමාත්‍ය මණ්ඩල සංදේශය (ඇමුණුම 05) සලකා බලා 2006 දෙසැම්බර් 06 දින අමාත්‍ය මණ්ඩලය විසින් හිඟුරාණ සීනි කර්මාන්ත සමාගමේ කළමනාකරණය ශ්‍රී ලංකා රජය, බ්‍රවුන්ස් සහ සමාගම සහ ඔරික්ස් ලීසිං සමාගම යන ආයතනවලින් සැදුම්ලත් ආයෝජන හවුලක් (Consortium)

වෙන ලබා දීමේ ගණුදෙනුව සම්බන්ධයෙන් රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිසම (PERC) පහසුකම් සපයන්නකු වශයෙන් කටයුතු කිරීමට අනුමැතිය ලබා දී තිබුණි. (ඇමුණුම 06).

5.1.10

ඉන්පසුව ව්‍යවසාය සංවර්ධන සහ ආයෝජන ප්‍රවර්ධන අමාත්‍යතුමා විසින් 2007 මාර්තු 30 දින ඉදිරිපත් කල අංක 07/0535/334/006 දරන අමාත්‍ය මණ්ඩල සටහන (ඇමුණුම 07) සහ අතිරේක වැවිලි හෝග සංවර්ධන අමතරවරයාගේ නිරීක්ෂණ ද (ඇමුණුම 08), සැලකිල්ලට ගෙන පහත සඳහන් යෝජනා සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය 2007 අප්‍රේල් 25 වැනි දින ලබා දී තිබුණි (ඇමුණුම 09).

(අ) 2006 අගෝස්තු 25 දිනැති පාර්ලිමේන්තු අනු කමිටු නිර්දේශයෙහි දක්වා ඇති ආකාරයට “භිභුරාණ සීනි සමාගම” නැවත පණ ගැන්වීම සඳහා වූ යෝජනාව ඉදිරියට ගෙන යාම සඳහා GOPL සමාගමෙහි රජයේ සහභාගීත්වය හරහා පහත ප්‍රධාන කරුණු පහ ක්‍රියාත්මක කිරීම සඳහා බලය පැවරීම

- මූලික අදියරේ දී ඇල්කොහොල්, එතනෝල් (e-diesel) නිෂ්පාදනය කිරීම සඳහා සී/ස භිභුරාණ සීනි කර්මාන්තායතනයේ (HSIL) සීනි කර්මාන්ත ශාලාව නැවත පණ ගැන්වීම
- පවත්නා ජාත්‍යන්තර මිල ගණන් හා සම්බන්ධිත මිල සූත්‍රයක් අනුව උක් අස්වැන්න මිල දී ගනු ලබන බවට සහතික කිරීම
- පවත්නා වගා ඉඩම්වල තිරසාර පැවැත්ම සඳහා දැනට පවතින වාරි යටිතල පහසුකම් නඩත්තු කිරීම
- අතුරු නිෂ්පාදනයක් ලෙස විදුලිය උත්පාදනය සහ ලංකා විදුලිබල මණ්ඩලය සමග වන බලශක්තිය මිලදී ගැනීමේ ගිවිසුමක් මත පදනම්ව ජාතික විදුලිබල පද්ධතිය පෝෂණය කිරීම
- සීනි නිෂ්පාදනය සිදු කිරීම

(ආ) GOPL සමාගමෙහි කටයුතු කළමනාකරණය සඳහා LOLC හා Browns යන සමාගම්වල ඒකාබද්ධ අයිතිය සහිත කළමනාකරණ සමාගමක් හා GOPL සමාගම අතර කළමනාකරණ ගිවිසුමකට එළඹීම සඳහා GOPL සමාගම වෙත බලය පැවරීම

(ඇ) භිභුරාණ සීනි කර්මාන්ත ශාලාව අයත් වත්කම් හා දේපල අත් කරදීමට, මාරු කිරීමට හෝ බදුදීමට, රජය / ඉඩම් කොමසාරිස් වෙත අනුමැතිය ලබාදීම

(ඈ) භිභුරාණ සීනි කර්මාන්තශාලාව සතු සියළු මෙහෙයුම් බලපත්‍ර, අනුමැතීන්හි හිමිකම් GOPL සමාගම වෙත මාරු කිරීමට සහ GOPL සමාගමට අනුග්‍රහ පිණිස එකී බලපත්‍ර හා අනුමැතීන් අදාළ බල අධිකාරීන් විසින් අළුත් කිරීම හා නැවත නිකුත් කිරීම සහතික කිරීම

(ඉ) e – diesel බවට පරිවර්තනය කළ හැකි හා GOPL සමාගම විසින් නිෂ්පාදනය කරනු ලබන එතනෝල් මිලදීගැනීම සඳහා එතනෝල් මිලදීගැනීමේ ගිවිසුමකට එළඹීම සඳහා ලංකා බැංකු තෙල් නීතිගත සංස්ථාව වෙත අනුමැතිය ලබා දීම

5.1.11 අනතුරුව ඉහත සඳහන් යෝජනා සඳහා පහසුකම් සපයන්නෙකු ලෙස ක්‍රියාකරගනිමින් සිටි රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිෂම (PERC) අභෝගී කිරීමට අමාත්‍ය මණ්ඩලය විසින් තීරණය කිරීම හේතුවෙන් 2007 අප්‍රේල් 25 දින එළඹි අමාත්‍ය මණ්ඩල තීරණය (ඇමුණුම 09) තවදුරටත් ක්‍රියාත්මක කිරීම පිළිබඳව නීතිපතිවරයාගේ උපදෙස් පරිදි ව්‍යවසාය සංවර්ධන සහ ආයෝජන ප්‍රවර්ධන අමාත්‍යවරයා විසින් මෙම ක්‍රියාවලිය පිළිබඳව සියලු විස්තර ඇතුළත් කරමින් 2008 පෙබරවාරි 12 දිනැති අංක 08/0302/334/003 දරන අමාත්‍ය මණ්ඩල සටහන (ඇමුණුම 10) ඉදිරිපත් කිලිණි. ඒ අනුව නැවත වරක් 2007 අප්‍රේල් 25 දින අමාත්‍ය මණ්ඩල තීරණය ක්‍රියාත්මක කිරීමටත් මේ පිළිබඳව නීතිපතිවරයා දැනුවත් කිරීමටත් අමාත්‍ය මණ්ඩලය විසින් 2008 පෙබරවාරි 13 වැනි දින තීරණය කර තිලිණි(ඇමුණුම 11) .

## 5.2 රජයේ සෘජු සහභාගිත්වය ඇතිව ගල්ඔය වැවිලි (GOPL) රාජ්‍ය සමාගම පිහිටුවීම

5.2.1 ඉහත 5.1.8 හි සඳහන් අමාත්‍ය මණ්ඩල උප කමිටු තීරණය ගැනීමෙන් පසුව රජයට සියයට 51 ක හිමිකමක් සහ බ්‍රවුන්ස් සහ සමාගම සහ ලංකා ඔරික්ස් ලීසිං සමාගමට සියයට 49 ක කොටස් හිමිකමක් ලැබෙන පරිදි සකස් කරන ලද කොටස්කරුවන් ගේ කෙටුම්පත් ගිවිසුම සහ ගල්ඔය වැවිලි සමාගමේ කළමනාකරනය බ්‍රවුන්ස් සමාගම සහ ලංකා ඔරික්ස් ලීසිං සමාගම යන සමාගම් දෙකෙහි හිමිකාරීත්වයෙන් සමන්විත කළමනාකරන සමාගමට ලබාදීම සඳහා සකස් කරන ලද කළමනාකරන කෙටුම්පත් ගිවිසුම 2009 මාර්තු 06 දිනැති සංදේශය මගින් (ඇමුණුම 12) අමාත්‍ය මණ්ඩල අනුමැතිය සඳහා ඉදිරිපත් කර තිලිණි.

5.2.2 එලෙස ඉදිරිපත් කරන ලද කොටස්කරුවන්ගේ ගිවිසුමෙහි සහ කළමනාකරන ගිවිසුමෙහි පහත සඳහන් කරුණු මූලිකව ඇතුළත් වී තිලිණි.

- i. ගල්ඔය වැවිලි සමාගමේ කොටස් බහුතරය වන සියයට 51 ක අයිතිය රජය වෙත ලබා ගැනීම සහ ඉතිරි කොටස් සියයට 49 ක් බ්‍රවුන්ස් සහ සමාගම, ලංකා ඔරික්ස් ලීසිං සමාගම වෙත පැවරීම
- ii. ගල්ඔය වැවිලි සමාගමේ කළමනාකරනය කළමනාකරන ගිවිසුමක් මගින් වසර 10 ක් සඳහා කළමනාකරන සමාගමට පැවරීම
- iii. ගල්ඔය වැවිලි සමාගම වෙත පවරනු ලබන රජයේ වංචල දේපලවල ප්‍රධාන තක්සේරුකරු විසින් තක්සේරු කරන ලද වර්තමාන වෙළෙඳ වටිනාකම සහ බදු පදනම මත ගල්ඔය වැවිලි සමාගම වෙත ලබා දෙනු ලබන රජයේ දේපල වල අවුරුදු

30 සඳහා ගණනය කරනු ලබන බදු මුදලේ ශුද්ධ වර්තමාන වටිනාකම රජයේ සියයට 51 ක කොටස් මුදල වශයෙන් යෙදවීම

- iv. සමාගමේ අධ්‍යක්ෂ මණ්ඩලය රජයේ නියෝජිතයින් 5 දෙනෙක් ගෙන්ද ඉවත්ස් සහ සමාගම සහ ලංකා ඔරික්ස් ලීසිං සමාගමේ නියෝජිතයන් 4 දෙනෙකුගෙන්ද සමන්විත වන අතර සභාපතිවරයා රජයෙන් පත්කරනු ලැබීම
- v. ගල්ඔය වැවිලි සමාගම විසින් කළමනාකරන සමාගමට කළමනාකරන ගාස්තු වශයෙන් ගල්ඔය වැවිලි සමාගමේ බදු පසු ලාභයෙන් සියයට 2 ක් ගෙවීම

5.2.3 ඒ අනුව ඉහත 5.2.1 හි සඳහන් 2009 මාර්තු 06 දිනැති අමාත්‍ය මණ්ඩල සංදේශයෙන් පහත සඳහන් කරුණු සම්බන්ධයෙන් අනුමැතිය ඉල්ලා තිබුණු අතර ඒ සඳහා 2009 මාර්තු 18 දිනඅමාත්‍යමණ්ඩල අනුමැතිය ලැබී තිබුණි.

- i. කොටස්කරුවන් ගේ ගිවිසුම ක්‍රියාත්මක කිරීම
- ii කළමනාකරන ගිවිසුම ක්‍රියාත්මක කිරීම
- iii හිඟුරාන සීනි සමාගම (HISL) සතු හිඟුරානේ පිහිටි නිෂ්පාදනාගාරය,කාර්යාලය , නිල නිවාස සහ අනෙකුත් ගොඩනැගිලි පිහිටි හෙක්ටයාර් 277.7539 ක පමණ ඉඩම් අවුරුදු 30 ක කාලයක් සඳහා ගල්ඔය වැවිලි සමාගමට බදු දීම
- iv. ගල්ඔය වැවිලි සමාගම වෙත පවරනු ලබන වංචල දේපලවල රජයේ ප්‍රධාන තක්සේරු කරු විසින් තක්සේරු කරන ලද වර්තමාන වෙළෙඳ වටිනාකම වන රුපියල් මිලියන 222 ක මුදල සහ ඉහත බදු පදනම මත ගල්ඔය වැවිලි සමාගම වෙත ලබා දෙනු ලබන හිඟුරාන සීනි සමාගම සතු නිශ්චල දේපල වල අවුරුදු 30 සඳහා රජයේ ප්‍රධාන තක්සේරුකරු විසින් ගණනය කරන ලද බදු මුදලේ ශුද්ධ වර්තමාන වටිනාකම වන රු.294 ක මුදල ද ඇතුළුව රුපියල් මිලියන 516 රජයේ කොටස වූ සියයට 51 සඳහා යෙදවීම
- v. කොටස්කරුවන්ගේ ගිවිසුම රජය වෙනුවෙන් අත්සන් කිරීම සඳහා මහාභාණ්ඩාගාර ලේකම්තුමාට බලය පැවරීම

5.2.4 ඒ අනුව ඉහත පරිදි සියයට 51 රජයේ දායකත්වය හා ඉතිරි සියයට 49 ක දායකත්වය වන රුපියල් මිලියන 495 ක මුදල Browns සහ LOLC සමාගම් විසින් මුදලින් ආයෝජනය කිරීමට එකඟ වෙමින් 2009 මාර්තු 18 දින ලබා දුන් අනුමැතියට අනුව 2009 අගෝස්තු 28 දින රජය සමග කොටස්කරුවන් ගේ ගිවිසුමට එළඹ තිබුණි.



### 5.3 කොටස්කරුවන්ගේ ගිවිසුම පිළිබඳව හා කළමනාකරන ගිවිසුම පිළිබඳව හැඳින්වීම

#### 5.3.1 කොටස්කරුවන් ගේ ගිවිසුම (ඇමුණුම 13 )

5.3.1.1 2009 අගෝස්තු මස 28 වන දින ශ්‍රී ලංකා රජය (GOSL), ලංකා ඔරික්ස් ලීසිං කම්පනි පීඑල්සී (LOLC PLC), බ්‍රවුන් ඇන්ඩ් කම්පනි පීඑල්සී (Brown & Company PLC) සහ ගල් ඔය ජලාන්වේණස් (ප්‍රයිවට්) ලිමිටඩ් (GOPL) අතර මෙම කොටස්කරුවන්ගේ ගිවිසුම අත්සන් කර තිබුණි. මෙහි LOLC හා Browns යන සමාගම් දෙක “සාමූහික හවුල්කාරීත්වය”(Consortium) ලෙස දක්වා තිබුණි.

5.3.1.2 සීනි, ඇල්කොහොල්, එතනෝල් (e-diesel) නිෂ්පාදනය සඳහා හිඟුරාණ සීනි කර්මාන්තායතනය නැවත පණ ගැන්වීමට හිඟුරාණ සීනි සමාගම (HSIL) නභා සිටුවීම, පවත්නා දේශීය කර්මාන්ත සාමාන්‍ය අගය මත පදනම් වූ මිල සූත්‍රයක් අනුව උක් අස්වැන්න මිල දී ගැනීම සහතික කිරීම, දැනට වගා කටයුතු සිදු කරන ප්‍රදේශවල තිරසාර පැවැත්ම සඳහා පවත්නා වාරි යටිතල පහසුකම් නඩත්තු කිරීම හා අතුරු නිෂ්පාදනයක් ලෙස විදුලි උත්පාදනය කිරීම රජයේ සහභාගීත්වය මත සිදු කිරීම, LOLC හා Browns යන සමාගම් දෙකෙහි පූර්ණ හිමිකාරීත්වය ඇති කළමනාකරණ සමාගමක් සමග ගිවිසුම්ගත වීම සඳහා GOPL වෙත අනුමැතිය ලබා දීම, කොටස්කාර ගිවිසුමට එළඹීම සඳහා රජයේ පාර්ශවය වෙනුවෙන් ගිවිසුම්ගත වීමට භාණ්ඩාගාර ලේකම් වෙත බලය පැවරීම හා ශ්‍රී ලංකා රජය (GOSL) 51%ක් හා පෞද්ගලික හවුල්කාරීත්වය 49%ක් වශයෙන් සමාගමේ කොටස්හි ආයෝජනය සඳහා සාක්ෂි දරමින් මෙම ගිවිසුමට එළඹ තිබුණි.

5.3.1.3 මෙම ගිවිසුමෙහි ඇතුළත් වූ වගන්ති වලින් කිහිපයක් පහතින් දැක්වේ.

- 2.2 වගන්තිය - අධ්‍යක්ෂ මණ්ඩලය වෙත වගකීමෙන් බැඳී සිටින, සෑම විටම අධ්‍යක්ෂ මණ්ඩලයේ මෙහෙයවීම හා පාලනය යටතේ කටයුතු කරන ප්‍රධාන විධායක නිලධාරීවරයෙක් (CEO) පත් කළ යුතුය.
- 3.1 වගන්තිය - GOPL හි අධ්‍යක්ෂ මණ්ඩලය, අධ්‍යක්ෂකවරුන් 5ට නොඅඩු හා 9ට නොවැඩි විය යුතුය.
- 3.2 වගන්තිය - අධ්‍යක්ෂ මණ්ඩලය සඳහා පස් දෙනෙකු (05) රජය විසින් හා හතරදෙනෙකු (04) හවුල්කාරීත්වයෙන් නම් කළ හැකි බවත්, එසේ රජයේ පාර්ශවයෙන් නම් කරන ලද පස් දෙනාගෙන් එක් අයෙක් සමාගමේ සභාපතිවරයා විය යුතු ය.
- 4.1 වගන්තිය - මෙම අධ්‍යක්ෂ මණ්ඩලය අවම වශයෙන් සෑම මසකට එක් වරක්වත් රැස් විය යුතු බව

- 4.2 වගන්තිය - එහි සන පූර්ණය රජයේ අධ්‍යක්ෂවරු තුන්දෙනෙක් (03) හා හවුල්කාරීත්වයෙන් දෙදෙනෙක් (02) සහිතව අවම වශයෙන් අධ්‍යක්ෂවරු පස්දෙනෙක් (05) විය යුතු ය.
- 5.1 වගන්තිය - මෙම සමාගමේ (GOPL) හි ව්‍යාපාරික කටයුතු සම්බන්ධ කළමනාකරණ කටයුතු, LOLC හා Browns යන හවුල්කාරීත්වය වෙත පූර්ණ හිමිකම සතුවන Gal Oya Holdings (Pvt) Ltd සමාගම වෙත ලබා දෙමින් කළමනාකරණ ගිවිසුමකට එළඹිය යුතු බව හා එහි වලංගු කාලය වසර 10ක් හා පාර්ශවයන්ගේ අන්‍යෝන්‍ය එකඟතාව මත එම කාලය දීර්ඝ කිරීමට හැකි බව
- 6.1.1 වගන්තිය - මෙම කොටස්කාර ගිවිසුමේ ප්‍රතිපාදනවලට අනුකූල වීම සහතික කිරීම සඳහා සමාගමේ සාංගමික ව්‍යවස්ථාවලිය සංශෝධනය කිරීම සඳහා සෑම පාර්ශවයක්ම එකඟ වන බව
- 7.1.1 වගන්තිය - හිඟුරාණ සීනි සමාගමේ (HSIL) වංචල දේපළ රජයේ ප්‍රධාන තක්සේරුකරු විසින් තක්සේරු කරනු ලබන අගයකට GOPL වෙත පැවරීම
- 7.1.2 වගන්තිය - නිශ්චල දේපළ රජයේ ප්‍රධාන තක්සේරුකරු විසින් තක්සේරුකරනු ලබන අගයකට අවු. 30ක කාලයකට බදු පදනම මත ලබා දීම
- 7.1.3 වගන්තිය - HSIL වෙත හිමි සියළු මෙහෙයුම් බලපත්‍ර හා අනුමැතීන් සමාගම වෙත පැවරිය යුතුය.
- 7.2 වගන්තිය - LOLC හා Browns සමාගම් පහත කරුණු සඳහා එකඟ විය යුතු වේ.
  - 7.2.1. - කළමනාකරණ ගිවිසුමේ වලංගු කාලය දක්වා එම සමාගමේ සම්පූර්ණ අයිතිය LOLC හා Browns සමාගම් අතර රඳවා ගත යුතු බව
  - 7.2.2 - කළමනාකරණ සමාගමේ කොටස් සෘජුව හෝ වක්‍රව විකිණීම, අයිතිය මාරු කිරීම, අන් අයකු පත් කිරීම හෝ එම කොටස් හෝ කොටස් හා බැඳුණු වාසිදායක තත්ත්වයන් සමඟ හෝ ඔවුන්ගේ කොටස්වල ඡන්ද හිමිකම සම්බන්ධයෙන් හෝ කිසිදු පිළිබඳුමක් නිර්මාණය කිරීම සිදු නොකළ යුතු ය.
  - 7.2.3 – 7.1.1 වගන්තිය ප්‍රකාරව සමාගම වෙත පවරන ලද වංචල දේපළ මත කිසිදු පිළිබඳුමක් නිර්මාණය වන ආකාරයේ කිසිදු යෝජනාවකට සහයෝගය නොදැක්විය යුතු ය.
  - 7.2.4 - 7.1.2 වගන්තිය ප්‍රකාරව සමාගම වෙත බදු පදනම මත ලබා දෙන ලද HSIL වෙත හිමිකම ඇති ඉඩම් මත කිසිදු පිළිබඳුමක් නිර්මාණය වන ආකාරයේ කිසිදු යෝජනාවකට සහයෝගය නොදැක්විය යුතු ය.

- 7.2.5 - ශ්‍රී ලංකා රජය (GOSL) වෙත හිමිකම් ඇති කොටස්වලට අදාළ ඡන්ද හිමිකම අඩුවන ආකාරයේ කිසිදු පියවරක් හෝ ක්‍රියාමාර්ගයක්, සෘජුව හෝ වක්‍රව නොගත යුතු ය.
  - 7.2.6 - කළමනාකරණ සමාගමේ අධ්‍යක්ෂවරයකු ලෙස රජයේ පාර්ශවයෙන් නම් කරනු ලබන තැනැත්තෙකු පත් කළ යුතු ය. එකී පුද්ගලයා රජයේ ලිඛිත ඉල්ලීමක් කිරීම මගින් ධුරයෙන් ඉවත් කිරීම හැරුණුකොට, සිය ධුර කාලය දක්වා කළමනාකරණ සමාගමේ අධ්‍යක්ෂවරයකු ලෙස සැලකිය යුතු වේ. ඉන් පසුව කළමනාකරණ සමාගමේ අධ්‍යක්ෂවරයන් ලෙස පත්කිරීම සඳහා වෙනත් පුද්ගලයෙකු නම් කිරීමට රජයට හිමිකම් ඇති අතර එම නම් කරනු ලබන පුද්ගලයා කළමනාකරණ සමාගමේ අධ්‍යක්ෂවරයන් ලෙස පත්කළ යුතු ය.
- 11.1.1 වගන්තිය - 7.1.1 හා 7.1.2 පරිදි වත්කම් පැවරීමෙන් සහ බදු දීමෙන් පසු, සමාගම විසින් රජය වෙත 51%ක ප්‍රතිශ්ඨාවක් සහිතව වහාම කොටස් නිකුතුවක් සිදුකළ යුතු බවත්, එම 51%ක හිමිකම සඳහා වන ප්‍රතිශ්ඨාව 7.1.1 පරිදි මාරු කළ යුතු වංචල දේපළවල වර්තමාන වෙළෙඳපොළ වටිනාකම සහ 7.1.2 පරිදි බදු පදනම මත ලබා දියයුතු නිශ්චල දේපළවල වසර 30ක ගෙවිය යුතු අනාගත බදු වාරිකවල ශුද්ධ වර්තමාන වටිනාකම යන අගයන්හි එකතුව විය යුතු ය.
  - 11.1.2 වගන්තිය - 11.1.1 පරිදි රජය වෙත කොටස් නිකුතුව සිදු කළ වහාම, 49% ක හිමිකාරීත්වය සඳහා අවශ්‍යවන කොටස් ප්‍රමාණය හවුල්කාරීත්වය වෙත වෙන් කළ යුතු අතර, හවුල්කාරීත්වය විසින් ඒ සඳහා වන ප්‍රතිශ්ඨාව සමානුපාතිකව වහාම මුදලින් ගෙන ආ යුතු ය.
  - 11.2.1 වගන්තිය - 11.2.2 හා 11.4 ප්‍රතිපාදනයන්ට යටත්ව හවුල්කාරීත්වය සතු කොටස් සෘජුව හෝ වක්‍රාකාරයෙන් විකිණීම, මාරු කිරීම, පැවරීමට හෝ ඇප තැබීමට නොහැක.
  - 18.1.1 වගන්තිය - මෙම ගිවිසුමේ වලංගු කාලය වන්නේ අවුරුදු 10ක කාලයක් සඳහා පමණක් බව සහ පාර්ශවයන්ගේ අන්‍යෝන්‍ය ලිඛිත එකඟතාව මත එම කාලය වසර 20ක උපරිම කාලයකට දීර්ඝ කිරීමට හැකි ය.
  - 18.2.1 වගන්තිය - LOLC / Browns සමාගම්වල බුන්වත්භාවයට පත්වීමේ සිදුවීමකදී, කළමනාකරණ සමාගමේ බුන්වත්භාවයට පත්වීමේ සිදුවීමකදී, හවුල්කාරීත්වය විසින් ගිවිසුමේ සඳහන් කරුණු හා/හෝ බැඳීම් කඩ කිරීමකදී, කළමනාකරණ සමාගම විසින් කළමනාකරණ ගිවිසුම/කොන්දේසි/නියමයන් කඩ කිරීමකදී, අවම වශයෙන් සලකා බලන ගිණුම් වර්ෂය ආරම්භයේ පවත්නා භාණ්ඩාගාර බිල්පත් අනුපාතයට සමාන ලාභාංශයක්වත් ගෙවීමට හැකි වන වාර්ෂික බදු පසු ලාභයක් සමාගම වෙත නොලැබෙන අවස්ථාවකදී මෙන්ම ආයතන පරිශ්‍රයට අදාළ බදු ගිවිසුම අවලංගු කළ විටකදී හෝ එම බදු ගිවිසුම අවසන් වූ විට දී රජය විසින් මෙම කොටස්කරුවන්ගේ ගිවිසුම අවසන් කළ හැකි බව

5.3.1.4 කොටස්කරුවන් ගේ ගිවිසුම 2019 අගෝස්තු 28 දිනෙන් අවසන් වීමට නියමිතව තිබූ අතර එදිනට වසර 05 කට අධික කාලයක් තිබිය දී, ගිවිසුම් කාලය 2029 අගෝස්තු 27 දින දක්වා තවත් වසර 10කින් දීර්ඝ කිරීමට තීරණය කල බව රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුවේ අධ්‍යක්ෂ ජනරාල්ගේ අංක. PE/PL/GOP/GEN/2014 හා 2014 ජුනි 25 දිනැති ලිපිය මගින් දන්වා තිබුණි.(ඇමුණුම 14 )

**5.3.2 කළමනාකරණ ගිවිසුම (ඇමුණුම 15)**

5.3.2.1 2010 අප්‍රේල් 26 දින සී/ස ගල්ඔය වැවිලි (පුද්ගලික) සමාගම විසින් ගල් ඔය හෝල්ඩින්ස් පීඑල්සී සමග පහත සඳහන් මූලික කරුණු ඇතුළත්ව කළමනාකරණ ගිවිසුමට එළඹ තිබුණි.

2.1 වගන්තිය - මෙම ගිවිසුමේ වලංගු කාලය ගිවිසුම ආරම්භ කරන දිනයේ සිට වසර 10 ක කාලයක් බවත්, පාර්ශවයන්ගේ අන්‍යෝන්‍ය ලිඛිත එකඟතාවය මත එම කාලය දීර්ඝ කළ හැකි බව දක්වා ඇත.

- 3.1 වගන්තිය -2008 පෙබරවාරි 28 දිනැති GOPL අධ්‍යක්ෂ මණ්ඩල තීරණය මගින් GOPLහි කළමනාකරණය සිදු කිරීම සඳහා GOHL වෙත ලබා දීමට හා මෙම කළමනාකරණ ගිවිසුමට එළඹීම සඳහා අනුමැතිය ලබා දීම.

- 4.1 වගන්තිය - වාර්ෂික විස්තරාත්මක අයවැය සකස් කර සෑම වර්ෂයකම ජනවාරි 31ට පෙර GOPL වෙත භාර දීම, එම පුරෝකථන පරිදි නිෂ්පාදනය උපරිම කිරීම හා නැවත පණ ගැන්වීමේ කටයුතු සිදු කිරීම, නිශ්චල දේපළ GOPL වෙත පවරා වසර දෙකක් තුළ දී වාණිජමය වශයෙන් මෙහෙයුම් කටයුතු ආරම්භ කිරීම සහතික කිරීම, පවත්නා දේශීය කර්මාන්ත සාමාන්‍ය අගය මත පදනම් වූ මිල සූත්‍රයක් අනුව උක් අස්වැන්න මිලදී ගන්නා බව සහතික කිරීම, GOPLහි ගිණුම්කරණ, නීතිමය, පරිපාලන. ලේඛන කටයුතු ඇතුළු සියළුම කළමනාකරණ කටයුතු සිදු කිරීම, අදාළ ගිණුම් වර්ෂයන්ඩාගාර ආරම්භයේ පවත්නා හා බිල්පත් අනුපාතයට සමාන වූ අවම ලාභාංශයක්වත් රජය වෙත ලබා දිය හැකි වන වාර්ෂික බදු පසු ලාභයක් සෑම ගිණුම් වර්ෂයක් අවසානයේ දීම GOPL වෙත ලැබෙන බව සහතික කිරීම, කළමනාකරණ සමාගමෙහි අධ්‍යක්ෂවරයෙකු ලෙස ශ්‍රී ලංකා රජය නියෝජනය කරමින් එක් අධ්‍යක්ෂවරයෙකු පත් කිරීම

- 7.4.1 වගන්තිය - සියළු GOPL සේවකයන් සෑම අවස්ථාවකදීම GOPL සේවකයන්ම විය යුතු බව

- 7.4.2 වගන්තිය - GOPLහි මානව සම්පත් කළමනාකරණයට අයත් සියළු කටයුතු සිදු කිරීමේ බලතල කළමනාකරණ සමාගම වෙත තිබිය යුතු බව සහ සියළු පිරිවැය මෙහෙයුම් පිරිවැය විය යුතු බව හා විධායක/ කළමනාකරණ නිලධාරීන් බඳවා ගැනීම හා ඉවත් කිරීම අධ්‍යක්ෂ මණ්ඩලයේ ලිඛිත අනුමැතියක් යටතේ පමණක් සිදු කළ යුතු බව

- 7.4.3 වගන්තිය - GOPL සේවකයන්ගේ වැටුප් වේතන හා ඒ හා සම්බන්ධිත සියළු පිරිවැය මෙහෙයුම් පිරිවැය විය යුතු ය.
- 8.1 වගන්තිය - මසකට වරක්වත් GOPL සමාගමේ නියෝජිතයන් හා කළමනාකරණ සමාගම අතර GOPLහි ව්‍යාපාරික කටයුතු සම්බන්ධ කරුණු සාකච්ඡා කිරීම සඳහා රැස්වීම් පැවැත්විය යුතු ය.
- 9.1 වගන්තිය - කළමනාකරණ සමාගම විසින් GOPL සමාගම වෙත අයවිය යුතු සියළු ප්‍රමාණයන් සහ ගිණුමෙන් ආපසු ගෙවිය යුතු VAT ඇතුළුව සියළු මෙහෙයුම් වියදම් හා ගිණුමට තැන්පත් විය යුතු ව්‍යාපාරික කටයුතුවලින් ජනනය වන සියළු මුදල් හා කාරක ප්‍රාග්ධනය ලෙස යොදවනු ලබන සියළු මුදල් ගිණුම්ගත වන ගිණුමක් GOPL සමාගම වෙනුවෙන් මෙහෙයුම් ගිණුමක් ලෙස රාජ්‍ය බැංකුවක GOPL සමාගම නමින් ගිණුමක් විවෘත කර එහි මුදල් ගනුදෙනු එකී ගිණුම හරහා සිදු කිරීම.
- 9.2 වගන්තිය - ගිවිසුම් කාලය තුළ දී මෙහෙයුම් ගිණුම සම්බන්ධ සියළු කටයුතු සිදු කිරීමේ පූර්ණ අයිතිය කළමනාකරණ සමාගම වෙත තිබිය යුතු අතර වෙක්පත් අත්සන් කිරීම සඳහා අධිකාරීන් නම් කිරීමේ බලතල කළමනාකරණ සමාගම වෙත තිබිය යුතු බව හා කළමනාකරණ සමාගම විසින් මෙහෙයුම් ගිණුම සුදුසු පරිදි ක්‍රියාත්මක වන බව සහතික කිරීම සඳහා යෝග්‍ය පාලන ක්‍රමවේදයන් යෙදිය යුතු වේ. 19 වන වගන්තියේ සඳහන් පරිදි මෙම ගිවිසුම අවසන් වන අවස්ථාවේදී මෙම මෙහෙයුම් ගිණුම ක්‍රියාත්මක කිරීමේ හිමිකම ද අහෝසි වී යන බව
- 11.1 වගන්තිය - කළමනාකරණ සමාගම විසින්, ගිණුම්කරණ ප්‍රතිපත්තීන්ට අනුකූලව ව්‍යාපාර කටයුතු හා සම්බන්ධ ප්‍රතිඵල නිරූපනය වන පරිදි සම්පූර්ණ හා නිවැරදිව ගිණුම් වාර්තා සහ සුදුසු වාර්තා තබා ගත යුතු බව
- 11.2 වගන්තිය - කළමනාකරණ සමාගම විසින්, පෙර මාසයට අදාළව ව්‍යාපාරයේ ශුද්ධ ආදායම් සහ ශුද්ධ මෙහෙයුම් ලාභය දැක්වෙන මාසික වාර්තාවක් හා ලාභාලාභ ප්‍රකාශණයක් පිළියෙල කර සමාගම වෙත ලබා දිය යුතු ය. GOPL විසින් ප්‍රශ්න කිරීමේ දී, දින 14ක් තුළ ප්‍රතිචාර දැක්වීමට කටයුතු කළ යුතු ය.
- 11.3 වගන්තිය - සෑම ගිණුම් වර්ෂයක් අවසානයේ දී ම කෙටුම්පත් මූල්‍ය ප්‍රකාශන විගණනය වෙත ලබා දීම.
- 12 වගන්තිය - GOPL හි වාර්ෂික අයවැය සකස් කර සෑම වර්ෂයකම ජනවාරි 31 දින හෝ ඊට පෙර GOPL වෙත භාර දීම.

- 19.1.1 වගන්තිය - මෙම වගන්තිය යටතේ GOPL විසින් කළමනාකරණ ගිවිසුම අවසන් කළ හැකි අවස්ථා අතර, අවම වශයෙන් සලකා බලන ගිණුම් වර්ෂය ආරම්භයේ පවත්නා භාණ්ඩාගාර බිල්පත් අනුපාතයට සමාන ලාභාංශයක්වත් ගෙවීමට හැකි වන වාර්ෂික බදු පසු ලාභයක් සමාගම වෙත නොලැබෙන අවස්ථාවක්, කළමනාකරණ සමාගම විසින් ගිවිසුමේ නියමයන් හා කොන්දේසි කඩ කිරීමක්, කළමනාකරණ සමාගම විසින් ගිවිසුමේ බැඳීම් කඩකිරීමක්, LOLC හා Browns සමාගම් විසින් කොටස්කාර ගිවිසුමේ සඳහන් බැඳීම් කඩ කිරීමක්, ආයතන පරිශ්‍රයට අදාළ බදු ගිවිසුම අවසන් වීමක්, කොටස්කාර ගිවිසුම අවසන් වීම ආදී අවස්ථා දක්වා තිබුණි.
- 24.1 වගන්තිය - ගිවිසුමට සම්බන්ධ අනෙක් පාර්ශවයේ ලිඛිත එකඟතාවයකින් තොරව කිසිදු පාර්ශවයකට මෙම ගිවිසුම යටතේ පවතින හිමිකම් හෝ බැඳීම් තෙවන පාර්ශවයක් වෙත පැවරිය නොහැකි බව

5.3.2.2 කළමනාකරණ ගිවිසුම 2020 අප්‍රේල් 25 දිනෙන් අවසන් වීමට නියමිතව තිබූ අතර එදිනට වසර 05 මාස 10කට අධික කාලයක් තිබිය දී ගිවිසුම් කාලය 2030 අප්‍රේල් 25 දින දක්වා තවත් වසර 10කින් දීර්ඝ කිරීමට මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශය තීරණය කර ඇති බව රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුවේ අධ්‍යක්ෂ ජනරාල්ගේ අංක. PE/PL/GOP/GEN/2014 හා 2014 ජූලි 31 දිනැති ලිපිය දන්වා තිබුණි. (ඇමුණුම 16 )

### 5.3.3 GOPL සමාගමේ කොටස් ප්‍රාග්ධනය

5.3.3.1 2010 ජූලි 16 දින කොටස් නිකුතුවක් සිදුකර ඉහත සඳහන් පාර්ශව තුනට අමතරව පහත පරිදි රජයට සියයට 51 ක්ද, පෞද්ගලික අංශයට සියයට 49 ක් වන පරිදි සමාගම් දෙකකට හා පුද්ගලයින් දෙදෙනෙකුට කොටස් නිකුත් කර තිබූ බව සමාගම් රෙජිස්ටාර් වෙත ඉදිරිපත් කර තිබූ වාර්තා අනුව අනාවරණය විය.

වගුව අංක 03 – GOPL සමාගම රාජ්‍ය සමාගමක් බවට පත්වීමෙන් පසු කොටස් හිමිකම් හිමි වූ ආකාරය

කොටස් හිමියන්	කොටස් ගණන	වටිනාකම රු.	ප්‍රතිශතය %
කොටස්කරු A	01	10.00	
කොටස්කරු B	01	10.00	
Galoya Holding (Pvt) Ltd	01	10.00	
භාණ්ඩාගාර ලේකම්	51,600,000	516,000,000	51
LOLC PLC	22,309,412	223,094,120	22
Browns PLC	22,309,412	223,094,120	22
කොටස්කරු C	2,478,823	24,788,230	2.5

කොටස්කරු D	2,478,823	24,788,230	2.5
එකතුව	101,176,473	1,011,764,730	

5.3.3.2 ඒ අනුව එම සමාගමෙහි කොටස්කරුවන්ගේ කොටස් හිමිකම 2006 වර්ෂයෙහි සිට 2010,2014 හා 2015 වර්ෂයන්හිදී වෙනස් වී තිබුණි. එම වෙනස් වීම පහත වගුව අංක 04 හි දැක්වේ.

**වගුව අංක 04 – GOPL සමාගමේ කොටස්කරුවන්ගේ කොටස් හිමිකමේ වෙනස්වීම**

කොටස්කරුවන්	කොටස්කරුවන්ගේ කොටස් හිමිකමේ වෙනස්වීම			
	2006	2010	2014	2015
කොටස්කරු A	01	01	කොටස්කරු B වෙත මාරු කර ඇත	
කොටස්කරු B	01	01	02	02
GOHL සමාගම	01	01	01	01
භාණ්ඩාගාර ලේකම්		51,600,000	51,600,000	51,600,000
LOLC සමාගම		22,309,412	22,309,412	27,267,058
Browns සමාගම		22,309,412	22,309,412	22,309,412
කොටස්කරු C		2,478,823	2,478,823	LOLC වෙත මාරු කර ඇත.
කොටස්කරු D		2,478,823	2,478,823	LOLC වෙත මාරු කර ඇත.

5.3.3.3 කොටස්කරු A යන අයට හිමිව තිබූ කොටස 2014 වර්ෂයේදී B යන කොටස්කරුට පවරා තිබුණි. ඒ අනුව එතැන් සිට කොටස්කරු B යන අයට කොටස් 02 ක් හිමිව පවතී.

5.3.3.4 කොටස්කරු C හා කොටස්කරු D යන අයට අයත්ව තිබූ එක් අයෙකුට 2,478,823 බැගින් වූ කොටස් 4,957,646 ක කොටස් අයිතිය 2015 වර්ෂයේදී LOLC ආයතනය වෙත මාරු කර තිබුණි.

**5.4 GOPL සමාගම රාජ්‍ය සමාගමක් බවට පත්කිරීමෙන් පසු ඇති වූ තත්ත්වයන්**

5.4.1 ඉහත 5.3.3 ඡේදයේ සඳහන් කොටස් නිකුත්වට පෙර 2007 ඔක්තෝබර් 15 හා 2010 මාර්තු 31 අතර කාලය තුළදී Browns හා LOLC සමාගම් විසින් පහත පරිදි රු. 477,006,722 ක මුදලක් GOPL සමාගම වෙනුවෙන් යොදවා ඇති බවත්, එම මුදල වෙනුවෙන් 2007 ඔක්තෝබර් 15 සිට 2010 මැයි 08 දක්වා කාලය සඳහා වාර්ෂිකව සියයට 28ක පොලිය ලෙස රු. 312,448,422ක් එකී සමාගම් දෙකට ගෙවිය යුතු බවත් GOPL සමාගමේ කළමනාකාරිත්වය විගණනයට ප්‍රකාශ කරන ලදී.

පාර්ශවය	2007 ඔක්තෝබර් 15 සිට 2010 මාර්තු 31 දක්වා යෙදවූ මුදල රු.	2007 ඔක්තෝබර් 15 සිට 2010 මැයි 07 දක්වා පොළිය රු.	එකතුව රු.
Browns	221,799,724	144,460,181	366,259,905
LOLC	255,206,998	167,988,241	423,195,239
<b>එකතුව</b>	<b>477,006,722</b>	<b>312,448,422</b>	<b>789,455,144</b>

5.4.2 සමාගම් දෙකට ගෙවිය යුතු බවට ඉහත සඳහන් රු. 312,448,422ක පොළියෙන් රු.18,757,978 ක් කොටස් ප්‍රාග්ධනය ලෙස ප්‍රාග්ධනීත කර ඉතිරි රු.293,690,444 ක වටිනාකම Browns හා LOLC සමාගම් වලින් සියයට 24ක වාර්ෂික පොලී ප්‍රතිශතයක් යටතේ පොළිය මාසිකව ගෙවීමේ පදනම මත ලබාගත් ණයක් ලෙස පරිවර්තනය කර GOPL සමාගමේ ගිණුම්වලට ඇතුළත් කර තිබුණි.

5.4.3 මේ සඳහා 2010 ජූලි 10 දින GOPL සමාගමේ අධ්‍යක්ෂ මණ්ඩල අනුමැතිය ලබා දී තිබූ අතර රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුවේ අධ්‍යක්ෂ ජනරාල්වරයාගේ 2010 ජූලි 07 දිනැති ලිපිය මගින් “කොටස්කරුවන්ගේ ගිවිසුමට එළඹීමට පෙර Browns හා LOLC සමාගම් GOPL සමාගමේ සිදුකළ ආයෝජනයන් ණය ප්‍රාග්ධනය ලෙස සැලකීමට මහා භාණ්ඩාගාරයේ විරෝධතාවක් නොමැති බව” සඳහන් කර ඇති බව අධ්‍යක්ෂ මණ්ඩල රැස්වීම් වාර්තාවේ (ඇමුණුම 17) දක්වා තිබුණි.

5.4.4 එලෙස ණය මුදලක් ලෙස සලකන ලද රු. 293,690,444ක පොලී වටිනාකම (Browns සමාගම වෙත රු. 118,377,555ක් හා LOLC සමාගම වෙත රු. 175,312,889ක් ලෙස) සඳහා 2014 මාර්තු 31 දින දක්වා පහත පරිදි රු.440,667,389ක පොළියක් ගණනය කර තිබුණි.

**වගුව අංක - 06 Browns සහ LOLC සමාගම වෙත ලබාදුන් ණය මුදල සඳහා අයවිය යුතු පොළී මුදල**

වර්ෂය	LOLC රු.	Browns රු.	එකතුව රු.
2010/11	41,701,532	28,158,371	69,859,903
2011/12	58,212,338	39,367,060	97,579,398
2012/13	73,827,320	49,850,856	123,678,176
2013/14	89,306,774	60,303,139	149,609,913
<b>එකතුව</b>	<b>263,047,964</b>	<b>177,619,426</b>	<b>440,667,389</b>



5.4.5 GOPL සමාගමේ කාරක ප්‍රාග්ධන අවශ්‍යතා සඳහා මූල්‍ය අත්තිකාරම් ලබාදීමේ අරමුණින් GOHL සමාගම විසින් 2010 අප්‍රේල් 07 දින Browns හා LOLC යන සමාගම් දෙක සමඟ (ණය ලෙස පරිවර්තනය කරන ලද රු.293,690,444ක මුදල ද ඇතුළත්ව 2007 ඔක්තෝබර් 01 සිට 2012 ඔක්තෝබර් 31 දක්වා පස් අවුරුදු කාලයකට උපරිම ණය සීමාව රු.මි. 500 බැගින් ලබා ගැනීම සඳහා වූ) වෙන් වෙන් වශයෙන් ණය ගිවිසුම් දෙකකට එළඹ තිබුණි (අමුණුම් 18 හා 19).

5.4.6 ඒ අනුව Browns සමාගම සමඟ ඇතිකරගත් 2010 අප්‍රේල් 07 දිනැති ගිවිසුම පදනම් කරගෙන Browns සමාගම වෙත අයවීමට ඇති බව සඳහන් රු.118,377,555 ක වටිනාකම ද ඇතුළත්ව 2020 මාර්තු 31 දින වන විට පහත පරිදි රු.335,877,555ක ණය/ප්‍රතිව්‍යුහගත කරන ලද ණය ලබා දී ඇති බවත්, ඒ වෙනුවෙන් රු.1,014,897,476 ක පොලියක් ගෙවිය යුතුව ඇති බවටත් ගිණුම්වල දක්වා තිබුණි.

**වගුව අංක 07 - Browns සමාගම වෙත අයවීමට ඇති බව සඳහන් වාර්ෂික පොලිය**

වර්ෂය	මුදල රු.	වාර්ෂික පොලිය රු.	පොලී ප්‍රතිශතය %
2010/11	118,377,555	28,158,371	24
2011/12	100,000,000	42,426,429	24
2012/13	117,500,000	92,355,059	24
2013/14		127,624,275	21
2014/15		125,229,719	18
2015/16		101,665,177	18
2016/17		117,353,256	18
2017/18		111,632,714	18
2018/19		133,349,133	18
2019/20		135,103,343	18
<b>එකතුව</b>	<b>335,877,555</b>	<b>1,014,897,476</b>	

5.4.7 එමෙන්ම, LOLC සමාගම සමඟ ඇතිකරගත් 2010 අප්‍රේල් 07 දිනැති ගිවිසුම පදනම් කරගෙන LOLC සමාගම වෙත අයවීමට ඇති බවට සඳහන් රු. 175,312,889ක වටිනාකමද ඇතුළත්ව 2020 මාර්තු 31 දින වන විට පහත පරිදි රු. 338,838,042 ක ණය/ප්‍රතිව්‍යුහගත කරන ලද ණය ලබාදී ඇති බවත්, මුල් අවස්ථාවේ ණය ලෙස ප්‍රාග්ධනික කරන ලද රු.175,312,889ක මුදලින් රු. 94,128,972ක් LOLC සමාගමට ගෙවා ඇති බවත් ගිණුම්වල දක්වා තිබුණි. තව ද මාසිකව වැල් පොලී ක්‍රමයට පොලී ගණනය කර පහත පරිදි රු.768,733,615ක් ණය පොලී ලෙස ගිණුම්ගත කර තිබුණි.

**වගුව අංක 08 - LOLC සමාගම වෙත අයවීමට ඇති බව සඳහන් වාර්ෂික පොළිය**

ගිණුම් වර්ෂය	ලබාගත් මුදල රු.	ආපසු ගෙවීම් රු.	වාර්ෂික පොළී රු.	පොළී ප්‍රතිශතය %
2010/11	175,312,889		41,701,532	24
2011/12	50,000,000		59,440,958	24
2012/13	77,500,000		95,335,210	24
2013/14	25,000,000		129,831,217	21
2014/15			130,707,003	18
2015/16		94,128,972	54,685,062	18
2016/17			56,194,327	18
2017/18			57,599,598	18
2018/19			67,418,446	18
2019/20	11,025,153		75,860,263	18
<b>එකතුව</b>	<b>338,838,042</b>	<b>94,128,972</b>	<b>768,733,615</b>	

**5.5 GOPL සමාගමේ මෙහෙයුම් සමාලෝචනය**

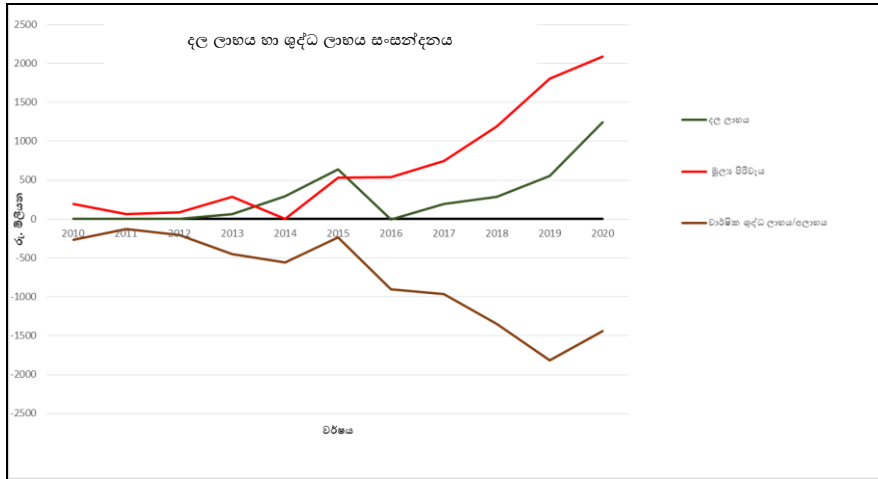
5.5.1 GOPL සමාගමේ 2009/10 සිට 2019/20 දක්වා ගිණුම් වර්ෂයන්ට අදාළ මූල්‍ය ප්‍රකාශනවල සාරාංශය අනුව පහත කරුණු අනාවරණය විය. (ඇමුණුම 20 )

**වගුව අංක 09 - 2009 මාර්තු 31 දින සිට 2020 මාර්තු 31 දක්වා ගිණුම් වර්ෂවල ආදායම් ප්‍රකාශන සාරාංශය**

වර්ෂය	දළ ලාභය රු.	පරිපාලන වියදම් රු.	මූල්‍ය වියදම් රු.	වාර්ෂික ශුද්ධ ලාභය/(අලාභය) රු. (බදු පසු)	වාර්ෂික ශුද්ධ අලාභයෙන් මූල්‍ය පිරිවැය ප්‍රතිශතයක් ලෙස (%)
2009/10	-	57,256,629	194,908,300	(267,605,793)	73
2010/11	-	75,165,481	65,713,040	(124,369,851)	53
2011/12	-	143,483,339	87,555,572	(200,956,257)	44
2012/13	61,936,711	250,411,088	289,376,744	(453,744,708)	64
2013/14	297,152,260	391,963,154	496,285,323	(556,840,944)	89
2014/15	641,048,549	399,316,823	529,945,560	(234,802,826)	226

2015/16	(8,483,829)	409,894,006	537,543,656	(905,767,924)	59
2016/17	197,927,176	453,648,208	747,416,480	(966,946,320)	77
2017/18	285,465,357	476,285,540	1,193,519,762	(1,347,528,120)	89
2018/19	554,615,956	597,794,535	1,803,529,762	(1,814,145,920)	99
2019/20	1,233,289,274	609,687,397	2,093,733,282	(1,430,139,698)	146

**රූප සටහන 01 - සමාගමේ මෙහෙයුම් තත්ත්වය -2009 -2020**



5.5.2 සමාගම විසින් විවිධ පාර්ශවවලින් ලබාගෙන තිබූ ණය මුදල් වෙනුවෙන් 2009/10 ගිණුම් වර්ෂයේදී රු.මිලියන 194 ක් ණය පොලී වියදම් (කල්බදු වාරික පොලී, බැංකු අයිරා පොලී ආදී පිරිවැය ඇතුළුව) ලෙස ගිණුම්ගත කර තිබුණු අතර 2019/20 වර්ෂය වනවිට ගිණුම්ගත කර තිබූ මුළු ණය පොලී වටිනාකම රු.මිලියන 2,093 ක් වී තිබුණි. ඒ අනුව 2009/10 ගිණුම් වර්ෂයේ සිට 2019/20 ගිණුම් වර්ෂය වනවිට ණය පොලී වියදම් සියයට 978 ක ප්‍රතිශතයකින් වැඩි වී තිබුණි.

5.5.3 සමාගම විසින් 2009/10 ගිණුම් වර්ෂයේදී පරිපාලන වියදම් ලෙස රු.මිලියන 57ක් ගිණුම්ගත කර තිබුණු අතර එය 2019/20 ගිණුම් වර්ෂය වනවිට රු.මිලියන 609 ක් දක්වා වර්ධනය වී තිබුණු අතර එය 2009/10 ගිණුම් වර්ෂයට සාපේක්ෂව සියයට 968ක වර්ධනයකි.

5.5.4 2009/10 ගිණුම් වර්ෂයේ සිට 2019/20 ගිණුම් වර්ෂය දක්වා ප්‍රධාන වියදම් ශීර්ෂ 03ක් යටතේ, එනම්, සෘජු පොදුකාර්ය වියදම් (Direct Overheads-plantations), පරිපාලන වියදම් හා මූල්‍ය වියදම් ලෙස පිළිවෙලින් රු.මිලියන 86, රු.මිලියන 3,864ක් හා රු. මිලියන 8,039ක් වශයෙන් එකතුව රු. මිලියන 11,989ක් දරා තිබුණි. ඒ අනුව සමාගම විසින් දරා තිබූ මුළු වියදමෙන් මූල්‍ය පිරිවැය සියයට 67ක් නියෝජනය වී තිබුණි.

5.5.5 GOPL සමාගමේ සියයට 51ක රාජ්‍ය හිමිකාරිත්වය මාරුවන 2010/11 ගිණුම් වර්ෂය වන විට ගොවීන්ට ලබා දුන් බවට සඳහන් ණය හා ජීව විද්‍යාත්මක වත්කම් ලෙස මූල්‍ය වාර්තා තුළ

අන්තර්ගතව තිබූ පහත සඳහන් රු.48,396,557 ක්වූ වත්කම් 2012/13 ගිණුම් වර්ෂයේදී ශේෂ පත්‍රයෙන් ඉවත් කර සමුච්චිත අලාභයට එකතු කර තිබුණි.

**වගුව අංක 10 - ශේෂ පත්‍රයෙන් ඉවත් කරන ලද වත්කම්**

අයිතමය	රු.
ගොවීන්ට ලබා දුන් ණය (දිගුකාලීන කල්පිරීමේ කොටස)	17,380,613
ගොවීන්ට ලබා දුන් ණය (කෙටිකාලීන කල්පිරීමේ කොටස)	26,626,292
ජීව විද්‍යාත්මක වත්කම්	4,389,652
	-----
<b>එකතුව</b>	<b>48,396,557</b>
	=====

**5.6 GOPL සමාගම අරමුදල් සම්පාදනය කර ගත් ආකාරය**

5.6.1 මූල්‍ය ප්‍රකාශන අනුව GOPL සමාගම විසින් 2009 අප්‍රේල් 01 සිට 2020 මාර්තු 31 දක්වා පහත පරිදි රු.13,749,926,091 ක ණය ලබාගෙන තිබුණු අතර එම ණය ශේෂයෙන් රු.11,386,392,303 ක ණය/ප්‍රතිච්ඡාදන කරන ලද ණය LOLC හා Browns සමාගම් දෙකෙන් සහ LOLC සමාගමට අයත් ආශ්‍රිත සමාගම්වලින් ලබාගෙන තිබුණි. ඉතිරි රු.2,363,533,788 ක ණය වෙනත් බාහිර මූල්‍ය ආයතනවලින් ලබාගෙන තිබුණි.

**වගුව අංක 11 - සමාගමෙහි ණය ලබා ගැනීම**

ආයතනය	රු.	මුදල	රු.
<b>2009/10-2019/20 කාලය තුළ සම්බන්ධිත පාර්ශව වෙතින් ගත් මුලු ණය</b>			
LOLC PLC	2,410,838,042		
BROWN & Co PLC	335,877,555		
LOLC Factors Ltd	4,582,344,706		
Commercial Leasing & Finance (Pvt) Ltd	597,000,000		
Saakya Capital (Pvt) Ltd	1,500,000,000		<b>11,386,392,303</b>
LOLC Finance (Pvt) Ltd	81,332,000		
Commercial Trust Technologies (Pvt)			

Ltd	650,000,000	
Seylan Bank PLC	1,229,000,000	
එකතුව		
2009/10-2019/20 කාලය තුළ අනිකුත්		
බැංකු හා මූල්‍ය ආයතන වෙතින් ගත් ණය		
BOC	346,758,171	
Peoples Bank	1,100,000,000	
		2,363,533,788
HNB(SAPP)	916,775,617	
එකතුව		
2009/10-2019/20 කාලය තුළ ලබා ගෙන ඇති මුළු ණය		13,749,926,091

5.6.2 ණය ලබා ගැනීමේදී වෙනත් මූල්‍ය ආයතනවලින් ලබාගත් ණය සියයට 4 සිට සියයට 15 අතර වාර්ෂික පොලී ප්‍රතිශතයන් මත ලබාගෙන තිබුණද, ආශ්‍රිත සමාගම්වලින් ලබාගත් ණය සියයට 18 සිට සියයට 28 අතර සාපේක්ෂව ඉතා ඉහළ පොලී ප්‍රතිශතයන් යටතේ ලබාගෙන තිබුණි. (ඇමුණුම 21 )

5.6.3 තවද GOPL සමාගම විසින් LOLC හා Browns යන සමාගම් දෙකට අයත් ආශ්‍රිත සමාගම් වලින් ලබාගෙන තිබූ රු.11,386,392,303ක ණය මුදලින් රු.5,034,463,188ක් සියයට 20 - 26.5ත් අතර වාර්ෂික පොලී අනුපාතිකයන් යටතේ ලබාගෙන තිබූ අතර සියයට 7 - 19ත් අතර පොලී ප්‍රතිශතයන්ට රු.6,351,929,115ක ණය ලබාගෙන තිබූ බව නිරීක්ෂණය විය (ඇමුණුම 22)

5.6.4 GOPL සමාගම විසින් LOLC සමාගමට අයත් LOLC FACTORS LTD නැමැති සමාගමෙන් රු.4,582,344,706 ක ණය ලබා ගෙන තිබුණි. එයින් රු. 2,814,064,483ක් GOPL සමාගමට අයත් වෙක්පත් මත අත්තිකාරම් ලෙස “සියයට 18 - 24 ත් අතර වාර්ෂික පොලී අනුපාතිකයක් මත පොලිය, නියමිත දිනට පොලිය නොගෙවීම මත මාසිකව සියයට 4ක අමතර පොලිය, අත්තිකාරම් වටිනාකම මත මාසික ස්ථාවර ගාස්තුව + බදු මුදල්” යන ණය කොන්දේසි යටතේ ලබාගෙන තිබූ බව නිරීක්ෂණය වූ අතර එම වෙක්පත් මත අත්තිකාරම් ණය සඳහා 2020 මාර්තු 31 දක්වා රු.2,075,414,152 පොලියක් ද මුළු ණය සඳහා රු. 3,294,536,681ක පොලියක් ද අයකර තිබූ බව නිරීක්ෂණය විය. (ඇමුණුම 23).

5.6.5 GOPL සමාගමේ 2010/11 සිට 2019/20 දක්වා ගිණුම් වර්ෂයන්ට අදාළ මූල්‍ය ප්‍රකාශන අනුව ණය ශේෂය හා මූල්‍ය පිරිවැය පහත වගුවෙහි දැක්වේ.

2009/10 සිට 2019/20 දක්වා

ගිණුම් වර්ෂය	මාර්තු 31 දිනට	වාර්ෂික ණය
	ණය ශේෂය (කල්බදු රහිතව)	පොලී පිරිවැය (ආදායම් ප්‍රකාශයට අය කරන ලද)
	රු.	රු.
2009/10	808,949,005	194,908,300
2010/11	1,053,690,444	65,713,040
2011/12	1,108,597,155	87,555,572
2012/13	1,690,343,915	289,376,744
2013/14	2,041,437,997	496,285,323
2014/15	2,146,411,423	529,945,560
2015/16	3,798,309,375	537,543,656
2016/17	5,336,550,412	747,416,480
2017/18	6,551,061,302	1,193,519,762
2018/19	7,400,814,217	1,803,529,762
2019/20	8,272,917,286	2,093,733,282
<b>එකතුව</b>		<b>8,039,527,481</b>

5.6.6 GOPL සමාගම විසින් 2009/10 සිට 2019/20 දක්වා ගිණුම් වර්ෂ වලදී රු. 7,972,676,848ක මූල්‍ය පිරිවැයක් දරා තිබූ අතර, එයින් රු. 7,608,585,405 ක් LOLC, Browns සමාගම් දෙකට හා LOLC සමාගමේ ආශ්‍රිත සමාගම්වලට ද රු.364,091,443ක් අනෙකුත් මූල්‍ය ආයතන වලටද අදාළ විය. (ඇමුණුම 24)

5.6.7 GOPL සමාගමේ 2006/07 සිට 2010/11 දක්වා ගිණුම් වර්ෂයන්ට අදාළ මූල්‍ය වාර්තා තුළ පහත පරිදි GOHL සමාගමට ගෙවිය යුතු බවට හා GOHL සමාගමෙන් අයවිය යුතු බවට ශේෂයන් දක්වා තිබූ අතර, එම කාලපරිච්ඡේදයේ පොලී වියදම් ලෙස පහත වටිනාකම් ලාභාලාභ ගිණුමට හර කර තිබුණි.

වගුව අංක - 13 GOHL සමාගමෙන් අයවිය යුතු සහ ගෙවිය යුතු බවට සඳහන් ශේෂයන්

ගිණුම්වර්ෂය	GOHL ට	GOHL	පොලී වියදම් ලාභාලාභ
	ගෙවිය යුතු	වෙතින්	ගිණුමට හර කිරීම
	රු.	රු.	රු.
2006/07	2,901,673	-	-
2007/08	199,573,141	16,660,724	-

2008/09	483,219,979	-	124,290,174
2009/10	758,949,005	-	194,908,300
2010/11	-	47,461,178	116,801,739

5.6.8 GOPL, GOHL, Browns හා LOLC යන සමාගම්වල 2006/07 සිට 2009/10 වර්ෂය දක්වා මූල්‍ය ප්‍රකාශන පරීක්ෂා කිරීමේදී එම සමාගම් වෙත ගෙවිය යුතු/ අයවිය යුතු බවට දක්වා තිබූ ශේෂයන් පහත දැක්වේ.

**වගුව අංක 14 GOPL, GOHL, Browns හා LOLC යන සමාගම්වල ගිණුම් අනුව GOPL විසින් ගෙවිය යුතු**

වර්ෂය	GOHL සමාගමේ මූල්‍ය ප්‍රකාශන අනුව මාර්තු 31 දිනට		GOPL සමාගමේ මූල්‍ය ප්‍රකාශන වලට අනුව	LOLC සමාගමේ සමූහයේ විගණිත මූල්‍ය ප්‍රකාශන වලට අනුව මාර්තු 31 දිනට		Browns සමාගමේ විගණිත මූල්‍ය ප්‍රකාශන අනුව මාර්තු 31 දිනට	
	GOPL සමාගමෙන් අය විය යුතු ශේෂය	LOLC හා Browns සමාගම් වෙත ගෙවිය යුතු ශේෂය	GOHL සමාගමට මාර්තු 31 දිනට ගෙවිය යුතු ශේෂය	GOHL සමාගමෙන් අය විය යුතු ශේෂය	GOP L සමාගමෙන් අය විය යුතු ශේෂය	GOHL සමාගමෙන් අය විය යුතු ශේෂය	GOPL සමාගමෙන් අය විය යුතු ශේෂය
	රු.	රු.	රු.	රු.	රු.	රු.	රු.
2006/07	2,901,673	-	2,901,673	-	-	-	-
2007/08	199,573,141	-	199,573,141	16,404,241	-	2,334,000	99,787,000
2008/09	483,219,979	508,838,613	483,219,979	81,109,101	-	217,461,000	-
2009/10	758,949,005	794,547,263	758,949,005	170,683,182	-	368,657,084	-

5.6.9 2006/07 මූල්‍ය වර්ෂයේ සිට 2009/10 ගිණුම් වර්ෂය දක්වා GOPL සමාගමේ මූල්‍ය ප්‍රකාශන තුළ දැක්වෙන සම්බන්ධිත පාර්ශව සඳහා ගෙවිය යුතු ශේෂයන්, GOHL සමාගම විසින් සපයා තිබූ ණය පහසුකම් ලෙස අනාවරණය කර තිබුණි. GOHL සමාගමේ මූල්‍ය ප්‍රකාශන අනුව GOHL සමාගමේ හිමිකාරීත්වය දරන LOLC හා Browns යන සමාගම්වලින් ලබා ගත් ණය ලෙස දක්වා තිබුණි.

**5.7 GOPL සමාගම හා සම්බන්ධිත සමාගම්**

5.7.1 ඉහත 5.1.5 ඡේදයෙහි සඳහන් පරිදි GOPL සමාගමේ කළමනාකරණ කටයුතු සඳහා සී/ස ගල්ඔය හෝල්ඩින්ග්ස් (පුද්) සමාගම ( GOHL ) පිහිටුවා තිබුණි. GOPL සමාගමේ කළමනාකරන සමාගම වන GOHL සමාගමේ හිමිකාරීත්වය LOLC හා Browns සමාගම් දෙක හා එම සමාගම් වල අධ්‍යක්ෂ මණ්ඩල සාමාජිකයින් සතු වේ.

5.7.2 සී/ස ගල්මය හෝල්ඩින් (පුද්ගලික) සමාගමේ 2009/10 සිට 2019/20 දක්වා ගිණුම් වර්ෂයන්ට අදාළ මූල්‍ය ප්‍රකාශනවල සාරාංශය අනුව (ඇමුණුම 25) පහත කරුණු අනාවරණය විය.

- i. සමාගම විසින් 2008 වර්ෂයේදී කොටස් නිකුතුවක් කර එම මුදල්වලින් මෝටර් රථ හා පරිගණක උපාංග මිලදීගෙන තිබුණු අතර එකී ශේෂය 2010 මාර්තු 31 දිනට රු.11,041,315 ක් වුවද 2020 මාර්තු 31 වනවිට එකී ශේෂය ශුන්‍ය වී තිබුණි. 2010 මාර්තු 31 දිනට රු. 20,000,000 ක්වූ සමාගමේ කොටස් ප්‍රාග්ධනය හා රු.49,036,677 ක්වූ සම්පූර්ණ අලාභය 2020 මාර්තු 31 දිනවන විට පිළිවෙලින් රු.26,001,000 ක් හා රු.41,645,536 ක් වී තිබුණි.
- ii. 2010 මාර්තු 31 දිනට ආශ්‍රිත සමාගම් වලට ගෙවිය යුතු රු. 317,540,541 ක ශේෂය 2020 මාර්තු 31 දිනවන විට රු.15,945,714 දක්වා අඩුවී තිබුණි. 2010 අප්‍රේල් 01 සිට 2020 මාර්තු 31 දක්වා කාලපරිච්ඡේදය තුළ සමාගම කිසිදු මෙහෙයුම් ආදායමක් ලබා නොතිබූ අතර වෙනත් ආදායම් පමණක් ලබා තිබුණි. 2009/10 වර්ෂයේ රු.11,693,094 ක්වූ සමාගමේ පරිපාලන වියදමේ හා රු.1,276,065ක් වූ මූල්‍ය පිරිවැය 2019/20 වනවිට පිළිවෙලින් රු. 329,020 ක් හා රු.1,650 ක් දක්වා අඩු වී තිබුණි.
- iii. 2017 අප්‍රේල් 01 සිට 2020 මාර්තු 31 දක්වා කාලපරිච්ඡේදය තුළ මුදල් ප්‍රවාහ ප්‍රකාශය අනුව කිසිදු මුදල් ගනුදෙනුවක් සිදු වී නොතිබුණි.

5.7.3 GOPL සමාගමට ණය ලබා දුන් ආශ්‍රිත සමාගම් වල හිමිකාරීත්වය පිළිබඳ පරීක්ෂාවේදී 2015 වර්ෂයේ සිට 2020 වර්ෂය දක්වා ආසන්න වශයෙන් පහත පරිදි සෘජුව හෝ වක්‍ර සම්බන්ධතාවයන් තිබූ බවට අනාවරණය විය.

**වගුව - 15 GOPL සමාගම හා ණයදුන් ආශ්‍රිත සමාගම් අතර සම්බන්ධතාවය**

ආයතනයේ නම	සමාගමට ඇති සබැඳියාවන්
Lanka Orix Leasing Company PLC	<ul style="list-style-type: none"> <li>• LOLC සමාගම GOPL සමාගමේ සියයට 27 ක හිමිකාරීත්වයක් දරයි.</li> <li>• GOHL කළමණාකරණ සමාගමේ සියයට 50 ක හිමිකාරීත්වයක් දරයි.</li> <li>• Brownsහි සියයට 26 කට ආසන්න හිමිකාරීත්වයක් දරයි.</li> <li>• SEYLAN බැංකුවේ සියයට 13කට ආසන්න හිමිකාරීත්වයක් දරයි</li> </ul>
Brown & Company PLC	<ul style="list-style-type: none"> <li>• Browns, GOPL සමාගමේ සියයට 22.05ක හිමිකාරීත්වයක් දරයි.</li> <li>• GOHL කළමණාකරණ සමාගමේ සියයට 50ක හිමිකාරීත්වයක් දරයි.</li> <li>• LOLC සමාගම විසින් Browns හි සියයට 26 ක ආශ්‍රිත හිමිකමක්</li> </ul>



- දරයි.
- SEYLAN බැංකුවේ සියයට 10ක හිමිකාරිත්වයක් දරයි
- LOLC Factors Ltd • මෙම සමාගමේ සියයට 100ක හිමිකාරිත්වය LOLC සමාගම විසින් දරනු ලබයි.
- Commercial Leasing & FinanceLtd • මෙම සමාගමේ සියයට 90ක හිමිකාරිත්වය LOLC සමාගම විසින් දරනු ලබයි.
- Saakya Capital (Pvt) Ltd • LOLC සමාගමේ තෙවන ස්ථානයට කොටස් අයිතිය ඇති සමාගමයි (2020 වර්ෂයේ කොටස් මිලියන 137 ක් සඳහා හිමිකම් දරයි)
- ණය ගිවිසුම් පරීක්ෂා කිරීමේදී මෙම සමාගමේ ලිපිනය ලෙස සඳහන් කර ඇත්තේ ISHARA TRADERS පුද්ගලික සමාගමේ ලිපිනයම වන අතර, ISHARA TRADERS පුද්ගලික සමාගමේ නිර්මාතෘ ඇතුලු අධ්‍යක්ෂකවරු දෙපලක් LOLC සමූහයේ අධ්‍යක්ෂක තනතුරු දරනු ලබයි
- Commercial Trust Technologies (Pvt) Ltd • ණය ගිවිසුම් පරීක්ෂා කිරීමේදී මෙම සමාගමේ ලිපිනය ලෙස සඳහන් කර ඇත්තේ ISHARA TRADERS පුද්ගලික සමාගමේ ලිපිනයම වන අතර, ISHARA TRADERS පුද්ගලික සමාගමේ නිර්මාතෘ ඇතුලු අධ්‍යක්ෂකවරු දෙපලක් LOLC සමූහයේ අධ්‍යක්ෂක තනතුරු දරනු ලබයි
- Satya Capital (Pvt) Ltd • LOLC සමාගමේ සිව්වන ස්ථානයට කොටස් අයිතිය ඇති සමාගමයි (2020 වර්ෂයේ කොටස් මිලියන 52 ක් සඳහා හිමිකම් දරයි)
- Danya Capital (Pvt) Ltd • LOLC සමාගමේ අධ්‍යක්ෂකවරියක් මෙම සමාගමේ ද අධ්‍යක්ෂකවරියක් ලෙස කටයුතු කරයි.
- AgStar PLC • LOLC සමාගම විසින් සියයට 20 ක ආශ්‍රිත හිමිකමක් දරයි

(මූලාශ්‍රය- සමාගම්වල වාර්ෂික වාර්තා හා අන්තර්ජාල පිරික්සුම්)

5.7.4 ඇතැම් අවස්ථාවලදී, GOPL සමාගම විසින් LOLC සමාගමට අයත් සම්බන්ධිත සමාගම් වලින් අයකරනු ලබන පොලී අනුපාතිකය සඳහන් කර ණය ලබාගැනීමේදී, අදාළ ණය පියවීම් ප්‍රමාද වන්නේ නම් එම පොලී අනුපාතිකය වාර්ෂිකව සියයට 48 කට (මසකට සියයට 4) වඩා ඉහළ යන පරිදි ගිවිසුම් ගත වී තිබේ (ඇමුණුම 26). ඒ අනුව සාමාන්‍ය විධිමත් ණය වෙළඳපල ණය කොන්දේසි හා පොලී අනුපාත ඉක්මවා ආශ්‍රිත සමාගම් වලින් ණය ලබා ගැනීම සිදු කර තිබුණි.

වගුව අංක - 16 සාමාන්‍ය විධිමත් ණය වෙළඳපල ණය කොන්දේසි හා පොලී අනුපාත ඉක්මවා  
ආශ්‍රිත සමාගම් වලින් ණය ලබා ගැනීම

ආශ්‍රිත සමාගම්	ණය මුදල රු.	වාර්ෂික පාලී අනුපාතය %	ප්‍රමාද මාසිකව	ණය පොලිය % වාර්ෂිකව
Saakya Capital (Pvt) Ltd	1,500,000,000	15	4	48
Commercial Trust Technologies (Pvt) Ltd	650,000,000	19	4	48
Danya Capital (Pvt) Ltd	1,000,000,000	16	4	48
Satya Capital (Pvt) Ltd	2,000,000,000	16	4	48
LOLC Factors Ltd	4,582,344,706	15-24	4	48

**5.8 සී/ස හිඟුරාණ සීනි කර්මාන්තයතනය සතු ස්කාගාර බලපත්‍ර**

5.8.1 කොටස්කරුවන්ගේ ගිවිසුමේ 7.1.3 ඡේදය ප්‍රකාරව සී/ස හිඟුරාණ සීනි කර්මාන්තයතනය සතු සියළු බලපත්‍ර GOPL සමාගමට පැවරීමේ කොන්දේසිය මත ස්කාගාර බලපත්‍රය GOPL සමාගමට පවරන ලෙස, GOPL සමාගම කළ ඉල්ලීමට අනුව මුදල් අමාත්‍යාංශයේ ලේකම්ගේ 2014 මැයි 22 දිනැති අංක. PE/PL/GOP/GEN/2014 දරණ සුරාබදු කොමසාරිස් ජනරාල් අමතන ලද ලිපිය මගින් හිඟුරාණ සීනි කර්මාන්තයතනය සතු ස්කාගාර බලපත්‍රය GOPL සමාගමට පවරන ලෙස දන්වා තිබුණි (ඇමුණුම 27 ).

5.8.2 සුරාබදු කොමසාරිස් ජනරාල්ගේ 2014 ජූනි 13 දිනැති අංක එල්බී/ස්ප්‍රීට්/සී/ස ලංකා පුද්ගලික සමාගම -සෙවනගල ඒකකය දරන ලිපිය මගින් “ස්කාගාරය සුරාබදු නීතිරීති අනුව ස්ථාපිත කිරීමෙන් අනතුරුව බලපත්‍රය පැවරීමේදී අනුගමනය කළ යුතු සුරාබදු නීතිරීති අනුව, සී/ස ගල්ඔය වැව්ලි (පුද්ගලික) සමාගම නමින් එකී බලපත්‍රය පැවරීම සිදුකළ යුතු” බවට දක්වා තිබුණි. (ඇමුණුම 28 ).

5.8.3 GOPL සමාගම විසින් ස්කාගාරයේ ඉදිකිරීම් කටයුතු අවසන් කර සුරාබදු කොමසාරිස් ජනරාල්වරයාගේ අවසරයකින් තොරව අත්හදා බැලීම් ලෙස මත්පැන් නිෂ්පාදනය කිරීම හේතුවෙන් 2017 මාර්තු 17 දින සුරාබදු දෙපාර්තමේන්තුව විසින්

- සුරාබදු ආඥා පනතේ වගන්ති උල්ලංඝනය කරමින් නීත්‍යානුකූල බලපත්‍රයක් නොමැතිව ස්ප්‍රීතු පෙරීම
- නීතිවිරෝධීව පෙරන ලද ස්ප්‍රීතු ලීටර 94.294 ක් නීත්‍යානුකූල බලයක් නොමැතිව සන්නකයේ තබාගැනීම
- නීතිවිරෝධීව සාදන ලද මත්පැන් ලීටර 513,000 ක් නීත්‍යානුකූල බලයක් නොමැතිව සන්නකයේ තබාගැනීම යන වෝදනා මත GOPL සමාගමේ සේවකයින් 14 දෙනෙකු අත්අඩංගුවට ගෙන අධිකරණයට ඉදිරිපත් කර 2017 ජූලි 27 දින නඩු කටයුතු

අවසානයේදී වෝදනාවලට වරදකරුවන් කරමින් වූදිනයිනට රු.මිලියන 4.85ක දඩයක් නියම කර තිබූ අතර එම දඩය GOPL සමාගම විසින් ගෙවා වූදිනයින නිදහස් කරගෙන තිබුණි. ඉන් අනතුරුව සුරාබදු කොමසාරිස් ජනරාල්වරයා විසින් 2018 මාර්තු 06 දින ස්ප්‍රිතු නිෂ්පාදනය සඳහා බලපත්‍රය GOPL සමාගම වෙත නිකුත්කර තිබුණි.

**5.9 කුඩා කෘෂිකාර්මික ගොවීන්ගේ සහභාගීත්ව ව්‍යාපෘතිය ( SAPP) ණය ආධාර ක්‍රමය ක්‍රියාත්මක කිරීම**

5.9.1 පවතින ජීවන තත්ත්වය උසස් කිරීම සඳහා උක් ගොවීන් 4000කට GOPL සමාගමේ සහභාගීත්වයද ඇතිව කුඩා කෘෂිකාර්මික ගොවීන්ගේ සහභාගීත්ව ව්‍යාපෘතිය (Smallholder Agribusiness Partnership Programme - SAPP) මගින් කෘෂිකාර්මික සංවර්ධනය සඳහා වූ ජාත්‍යන්තර අරමුදලේ (International Fund for Agricultural Development –IFAD) මූල්‍ය දායකත්වය යටතේ සහනදායී පොළී අනුපාතයක් යටතේ ඇ.ඩො. 8,055,225 ක මුදලක් ලබා දී තිබුණි. එම මුදලින් ඇ.ඩො. 2,018,710 ක මුදලක් ප්‍රදානයක් ලෙස ගොවීන්ට ලබා දීමටත්, ඇ.ඩො. 6,036,516 ක මුදලක් සහනදායී පොළී අනුපාතිකයක් යටතේ උක් ගොවීන් වෙත ලබා දීමටත් IFAD ආයතනය 2018 මැයි මස 17 දින කැමැත්ත ලබා දී තිබුණි. (ඇමුණුම 29)

5.9.2 අනුමත ව්‍යාපෘති වාර්තාව තුළ ඇතුළත්ව ඇති Scale-up Investment Plan හි සඳහන් වන ආකාරයට ප්‍රදානයක් ලෙස උක් වගා කරන එක් ගොවියෙකුට ලබා දෙන රු. 78,495ක මුදල වෙනුවෙන් ව්‍යාපෘතිය මගින් උක් වගා කටයුතු සඳහා භාවිතා කළ හැකි රු. 78,000ක් වටිනා යන්ත්‍ර 03ක් ලබාදීමටත්, එක් ගොවියෙකුට රු. 230,915 ක ණය මුදලක් සියයට 6.5ක සහන පොළියක් යටතේ ලබා දීමටත් නියමිතව තිබුණි. එසේම ප්‍රදාන ලබාදීමට අමතරව GOPL සමාගම විසින් ඔවුන්ගේ වියදමින් එක් ගොවියෙකු වෙත රු. 150,730ක් වටිනා සේවාවන් ගොවීන්ට නොමිලේ ලබා දිය යුතු අතර ගොවියා විසින් තම ශ්‍රමය මෙන්ම සහන ණයට අදාළ පොළිය ඇතුළත්ව රු. 70,309ක වියදමක් දැරිය යුතුය. (ඇමුණුම 30 )

5.9.3 ඒ අනුව තෝරාගන්නා ලද ගොවීන් 4000 ක් සඳහා ව්‍යාපෘතිය මගින් එක් ගොවි මහතෙකු වෙනුවෙන් ප්‍රදාන ලෙස රු.78,495 බැගින් රු.313,980,000ක් ප්‍රතිපාදන වෙන්කර ඒ යටතේ එක් ගොවි මහතෙකු වෙත ගොවි උපකරණ තුනක් ලබාදීමට සමාගම සැලසුම් කර තිබුණි.

5.9.4 ඒ අනුව දියර ඉසින යන්ත්‍ර, තණකොළ කපන යන්ත්‍ර හා උක් වගාව නඩත්තුව සඳහා වූ බහුකාර්ය යන්ත්‍ර එක් වර්ගයකින් යන්ත්‍ර ඒකක 4,000ක් බැගින් මිලදී ගැනීම සඳහා සී/ස ගල්ඔය වැවිලි (පෞද්ගලික) සමාගම විසින් 2018 සැප්තැම්බර් මස 09 දින පුවත්පත් දැන්වීමට ප්‍රතිචාර ලෙස පහත සඳහන් ආයතන විසින් අවම මිල ගණන් ඉදිරිපත් කර තිබුණි.

**වගුව අංක 17 - මිල ගණන් ඉදිරිපත් කරන ලද ආයතන**

ආයතනය	යන්ත්‍ර වර්ගය	ඉදිරිපත් කර තිබූ මිල රු.
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Lanka Commercial Trading (Pvt) Ltd	බහුකාර්ය යන්ත්‍රය	34,500.00
M/S Deen Protner Imports (Pvt) Ltd	තණකොළ කපන යන්ත්‍රය	12,632.50
M/S Multi Marketing (Pvt) Ltd	Knapsack Sprayer Machine	9,881.95

ඉහත මිල ගණන් වලට අනුව ගොවීන්ට ආධාර යටතේ ලබාදීම සඳහා රු.138,000,000 ක් වටිනා බහුකාර්ය යන්ත්‍ර 4,000 ක් පමණක් Lanka Commercial Trading (Pvt) Ltd විසින් 2019 ජනවාරි 16 දින හා පෙබරවාරි 27 දින යන දිනවලදී GOPL සමාගම වෙත භාරදී තිබුණි.

5.9.5 ඉහත සහන ණය ආධාර මුදල ක්‍රියාත්මක කිරීම සම්බන්ධයෙන් ජනාධිපති ලේකම්, ගල්මය ප්ලාන්ටේෂන් සමාගමේ විධායක නිලධාරී හා හැටන් නැෂනල් බැංකුවේ අධ්‍යක්ෂ මණ්ඩලයේ සාමාජිකයින් අතර ත්‍රෛපාර්ශ්වීය ගිවිසුමක් 2018 ජූනි 28 දින අත්සන් කර තිබුණු අතර එම ගිවිසුම අනුව ගොවීන්ට ලබාදෙන රු. 230,915ක සහන පොලී ණය තෝරාගත් ගොවීන් වෙත ලබාදීම ගිවිසුමෙහි දැක්වෙන ආකාරයට විය යුතු බව දක්වා ඇත (ඇමුණුම 31 ).

## 6. විගණන නිරීක්ෂණ

6.1 2006 ජූලි 19 දිනැති අමාත්‍ය මණ්ඩල අනුමැතියට අනුව ජනාධිපතිතුමාගේ ද සහභාගිත්වයෙන් 2006 අගෝස්තු 25 දින රැස් වූ ආයෝජන පහසුකම් සැපයීම පිළිබඳ අමාත්‍ය මණ්ඩල අනුකමිටුවේ තීරණයට අනුව ශ්‍රී ලංකා රජය ඇතුළත් වන පරිදි Browns හා LOLC සමාගම යන ආයතනවලින් සැලුම්ලත් ඒකාබද්ධ ව්‍යාපාරයක් ආරම්භ කල යුතුව තිබුණද රජයට හිමිකාරිත්වයක් නොමැතිව හා රජය සමඟ ගිවිසුමකට එළඹීමෙන් තොරව 2006 ඔක්තෝබර් 11 දින ගල්මය වැවිලි (GOPL) සමාගම පිහිටුවා තිබුණි. මෙම සමාගමෙහි අයිතිය ඉහත 5.1.6 ඡේදයෙහි සඳහන් පරිදි තනි පුද්ගලයින් දෙදෙනෙකුට හා GOHL සමාගමට හිමි වී තිබුණි. ඒ අනුව රජය ද පාර්ශ්වයක් ලෙස 2009 අගෝස්තු 28 දින කොටස්හිමියන්ගේ ගිවිසුමට එළඹීමට ප්‍රථම මෙන්ම කළමනාකරණ ගිවිසුමට එළඹීමට ද පෙර 2006 වර්ෂයේ සිට GOPL හා GOHL සමාගම් වලට හිඟුරාණ සීනි කර්මාන්තශාලාවේ කටයුතු රජයේ සහභාගිත්වයක් නොමැතිව ආරම්භ කර ක්‍රියාත්මක කර තිබුණේ කුමන අධිකාරී බලයක් යටතේ, කුමන නියාමන පසුබිමක් තුලද යන්න විගණනයට තහවුරු කර ගැනීමට නොහැකි විය.

6.2 ශ්‍රී ලංකා රජය, LOLC හා Browns යන සමාගම් වලින් සැලුම්ලත් ඒකාබද්ධ ව්‍යාපාරයක් මගින් හිඟුරාණ සීනි කර්මාන්තයතනයේ ව්‍යාපාර කටයුතු කළමනාකරණය සිදුකල යුතු බව දක්වා තිබුණ ද, ඊට පටහැනිව තනි පුද්ගලයින් දෙදෙනෙකුගෙන් හා GOHL හිමිකාරිත්වය යටතේ අළුතින් පිහිටුවන ලද, එතෙක් රජයට කිසිදු අයිතියක් හිමිව නොතිබූ GOPL සමාගම සමඟ ආයෝජන මණ්ඩලය ගිවිසුමට එළඹ තිබූ බව නිරීක්ෂණය වූ අතර ගිවිසුමට එළඹ තිබූ

අවස්ථාව වනවිට GOHL සමාගම තනි පුද්ගලයින් සිව්දෙනෙකුගේ හිමිකාරිත්වයෙන් යුතු පුද්ගලික සමාගමක් බවද නිරීක්ෂණය විය.

6.3 ආයෝජන මණ්ඩල නීතියෙහි 17 වන වගන්තිය යටතේ 2006 අගෝස්තු 21 දින ඉදිරිපත් කර තිබූ අයදුම්පත්‍රයෙහි GOPL සමාගමේ කොටස් හිමිකාරිත්වය හිඟුරාණ සීනි නිෂ්පාදන ආයතනයට, LOLC සමාගමට හා Browns සමාගම වෙත පවතින බවට තොරතුරු ඉදිරිපත් කර තිබුණද මෙම සමාගමට තනිපුද්ගලයින් දෙදෙනෙකුට ද අයිතිය තිබුණු බව නිරීක්ෂණය විය.

6.4 තවද ආයෝජන මණ්ඩලය වෙත ඉදිරිපත් කළ ව්‍යාපෘති අයදුම්පත්‍රය අනුව වසරක් තුළ කොටස් ප්‍රාග්ධනය ලෙස රු.මිලියන 485.6 ක් හා වසර දෙකක් තුළ ණය ප්‍රාග්ධනය ලෙස රු.මිලියන 800 ක් යොදවන බව දක්වා තිබුණද, එවැනි මුදලක් කොටස් ප්‍රාග්ධනය ලෙස ආයෝජනය කර නොතිබූ බව නිරීක්ෂණය විය. එසේම එකඟවූ කොන්දේසි ඉටුකර තිබුණේදැයි පසු විපරමක් හෝ අධීක්ෂණයක් ආයෝජන මණ්ඩලය විසින් සිදුකර තිබුණේද යන්න විගණනයට තහවුරු නොවීය.

6.5 GOPL සමාගමේ කටයුතු 2006 වර්ෂයේ සිට 2009 අගෝස්තු 28 දින දක්වා (කොටස් ගිවිසුම අත්සන් කරන ලද දිනය) පවත්වාගෙන ගොස් තිබුණු අතර මෙම සමාගමට රජයේ හිමිකාරිත්වය (කොටස් ප්‍රාග්ධනයෙන් සියයට 51 ක්) 2010 ජූලි 16 දින නීත්‍යානුකූලව හිමි වී තිබුණි. ඒ අනුව මෙම සමාගම රජයේ හිමිකමක් නොමැතිව වර්ෂ 04 ක පමණ කාලයක් පවත්වාගෙන ගොස් තිබුණු බව නිරීක්ෂණය විය. GOPL සමාගම විසින් ලබා දුන් තොරතුරු අනුව කොටස්කරුවන්ගේ ගිවිසුමට එළඹීමට පෙරද රජයේ නිලතල දරන පුද්ගලයින්, GOPL සමාගමේ අධ්‍යක්ෂ මණ්ඩල සාමාජිකයින් ලෙස කටයුතු කර තිබූ බවට කරුණු ඉදිරිපත් කර තිබුණද ඔවුන් සඳහන් කරන ලද නිලධාරීන් රජය නියෝජනය කරමින් පත්කල බවට පත්වීම් ලිපි හෝ වෙනත් ලිඛිත සාක්ෂි විගණනයට ඉදිරිපත් කිරීමට මහාභාණ්ඩාගාරයේ රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුව හෝ GOPL සමාගම අපොහොසත් විය. තවද GOPLහි කටයුතු සඳහා මහා භාණ්ඩාගාරය සම්බන්ධ වූයේ 2009 අගෝස්තු 28 දින කොටස්කරුවන්ගේ ගිවිසුමට එළඹීමෙන් පසුව බවට මහාභාණ්ඩාගාරය විසින් විගණනයට දන්වා තිබුණි.

6.6 කොටස්කරුවන් ගේ ගිවිසුම අනුව අවුරුදු 30 ක බදුකරයකින් හිඟුරාණ සීනි කර්මාන්තයතනයේ දේපල GOPLවෙත විධිමත් පරිදි සමාගම වෙත පවරා දීමට නියමිතව තිබුණ ද වසර 12 ක කාලයකින් අනතුරුවද එසේ පවරා දී නොතිබුණි. නමුත් GOPL සමාගම විසින් මෙම වත්කම් 2006 වර්ෂයේ සිට වසර 15 ක පමණ කාලයක් සීමාවක් තුළ භාවිතා කර තිබුණි.

6.7 තවද ඉහත 6.1 ඡේදයෙහි සඳහන් GOHL සමාගම 2006 ඔක්තෝබර් 04 දින ලියාපදිංචි කර තිබූ මෙම සමාගමේ මූලික පරමාර්ථය “GOPL සමාගමට මූල්‍ය පහසුකම් සැලසීම හා කළමනාකරණ කටයුතු සිදුකිරීම” යනුවෙන් සාංගමික ව්‍යවස්ථාවලියේ සඳහන් වුවත් GOHL

සමාගම ස්ථාපිත කරන අවස්ථාව වන විට GOPL නමින් සමාගමක් ලියාපදිංචි කර නොතිබුණු අතර GOHL සමාගම ලියාපදිංචි කර දින 07 කට පසු එනම් 2006 ඔක්තෝබර් 11 දින GOPL සමාගම ලියාපදිංචි කර තිබුණි. ඒ අනුව ප්‍රධාන සමාගම (GOPL ) පිහිටුවීමටත් ප්‍රථම කළමනාකරණය සමාගම (GOHL) පිහිටුවා තිබුණු බව නිරීක්ෂණය විය.

6.8 ශ්‍රී ලංකා රජය, Browns හා LOLC සහ GOPL යන සමාගම් විසින් 2009 අගෝස්තු 28 දින කොටස්කරුවන්ගේ ගිවිසුමට අත්සන් කර තිබුණ ද එහිදී 2006 වර්ෂයේ සිට GOPL සමාගමේ කොටස් හිමිකාරීත්වයක් තිබූ තනි පුද්ගලයන් දෙදෙනාගේ (GOPL සමාගම දක්වා ඇති පරිදි Browns හා LOLC සමාගම නියෝජනය කරන ලද අනෙකුත් කොටස්කරුවන් දෙදෙනා) කොටස් හිමිකාරීත්වය පිළිබඳව කිසිදු සඳහනක් කොටස්කරුවන්ගේ ගිවිසුමේ හෝ අමාත්‍ය මණ්ඩල සංදේශය තුළ ඇතුළත් කර නොතිබූ බව නිරීක්ෂණය විය.

6.9 තවද වගුව අංක 03 හි පරිදි 2010 ජූලි 16 දින කොටස් නිකුතුවේ දී , කොටස්කරුවන් ගේ ගිවිසුමට එළඹ තිබූ LOLC හා Browns යන සමාගම් දෙකට අමතරව එම ඒකාබද්ධ ව්‍යාපාරයට (Consotium) අයත් නොවූ ඉහත 6.8 ඡේදයෙහි දැක්වෙන තනි පුද්ගලයින් දෙදෙනා හැරුන විට තනි පුද්ගලයන් දෙදෙනෙකුට සියයට 2.5 බැගින් සියයට 5 ක කොටස් නිකුත් කර තිබුණ ද ඒ පිළිබඳව ද කොටස්කරුවන්ගේ ගිවිසුමේ කිසිදු සඳහනක් කර නොතිබූ බව නිරීක්ෂණය විය. ඒ අනුව කොටස්කරුවන්ගේ ගිවිසුමේ නොමැති පුද්ගලයන් සිව් දෙනෙකුට සමාගමේ හිමිකාරීත්වය ලබා දීම කොටස්කරුවන්ගේ ගිවිසුමේ 11.1.2 වගන්තිය උල්ලංඝනය කිරීමක් බව නිරීක්ෂණය විය. තවද මෙම සියයට 2.5 බැගින් කොටස් හිමි වූ පුද්ගලයින් දෙදෙනාට නිකුත් කර තිබූ 4,957,646ක කොටස් වෙනුවෙන් වූ ප්‍රතිස්ථාව ලෙස රු. 49,576,460ක මුදලක් GOPL සමාගමට මුදලින් ගෙවමින් නොමැති බව ද නිරීක්ෂණය විය.

6.10 කොටස්කරුවන්ගේ ගිවිසුම අනුව රජය විසින් සියයට 51 ක කොටස් හිමිකමක් හා පෞද්ගලික හවුල්කාරීත්වය හිමි Browns හා LOLC සමාගම් වෙත සියයට 49ක කොටස් හිමිකමක්ද හිමිවන අයුරින් කොටස්වල ආයෝජනයක කළ යුතු වුවත් 2010 ජූලි 16 දින සිදුකර තිබූ කොටස් නිකුතුවේදී, ඒ වන විටත් තනි පුද්ගලයන් දෙදෙනෙකුට හා GOHL සමාගම වෙත නිකුත් කර තිබූ කොටස් 03 සැලකිල්ලට නොගැනීම මත රජයේ හිමිකාරීත්වය සියයට 50.999 ක් හා තනි පුද්ගලයන් සිව් දෙනෙකු, GOHL හා පෞද්ගලික හවුල්කාරීත්වය වන LOLC, Browns යන අයට සියයට 49.001ක හිමිකාරීත්වයක් හිමිව තිබූ බව නිරීක්ෂණය විය.

6.11 කොටස්කරුවන්ගේ ගිවිසුමේ 6.1.1 වගන්තිය අනුව කොටස්කරුවන්ගේ ගිවිසුමේ ප්‍රතිපාදනවලට අනුකූල වීම සඳහා GOPL සමාගමේ සාංගමික ව්‍යවස්ථාවලිය සංශෝධනය කළ යුතු වුවත් එය සංශෝධනය කර නොතිබූ බව නිරීක්ෂණය විය. තවද අමාත්‍ය මණ්ඩල අනුමැතියන්ට අනුව ජාත්‍යන්තර මිල ගණන් හා සම්බන්ධිත මිල සූත්‍රයක් අනුව ගොවිත්ගෙන් උක් ගස් මිලදී ගත යුතු වුවත්, කොටස්කරුවන්ගේ ගිවිසුමේ හා කළමනාකරණ ගිවිසුමේ 4.1

(d) වගන්තිය පරිදි එය දේශීය කර්මාන්ත සාමාන්‍ය අගය මත පදනම් වූ මිල සූත්‍රයක් අනුව මිලදීගත යුතු බවට දක්වා තිබූ බව නිරීක්ෂණය විය

- 6.12 ඉහත 5.3.1 හි දක්වා ඇති කොටස්කරුවන්ගේ ගිවිසුමේ 11.1.2 වගන්තියට අනුව සියයට 49 ක පෞද්ගලික හවුල්කාරිත්වය දරන Browns. හා LOLC සමාගම් විසින් රු.මිලියන 495ක කොටස් හිමිකම සඳහා වූ ප්‍රතිශ්ඨාව සමානුපාතිකව වහාම මුදලින් ගෙන ආ යුතු වුවත්, එම ප්‍රතිශ්ඨාව මුදලින් ගෙනවිත් නොතිබූ බව නිරීක්ෂණය විය.
- 6.13 2007 ඔක්තෝබර් 15 දින සිට 2010 මාර්තු 31 දක්වා කාලච්ඡේදය තුළ Browns හා LOLC යන සමාගම් විසින් හිඟරාණ සිනි කර්මාන්තශාලාවේ නිෂ්පාදන කටයුතු ආරම්භ කිරීම සඳහා රු.477,006,722ක මුදලක් යෙද වූ බවත් එම යෙද වූ මුදල ප්‍රාග්ධනය ලෙස නොසලකා ණය මුදලක් ලෙස සැලකීම හේතුවෙන් ඉහත 6.12 ඡේදයෙහි සඳහන් කරන ලද ප්‍රතිශ්ඨාව මුදලින් නොයෙද වූ බව GOPL කරුණු දක්වා ඇත. තවද මෙම මුදල ලබා දීම වෙනුවෙන් එකී සමාගම් දෙක සමඟ GOHL සමාගම 2010 අප්‍රේල් 07 දින ගිවිසුම්ගතව තිබූ බව නිරීක්ෂණය විය.
- 6.14 තවද ශ්‍රී ලංකා රජයේ හිමිකාරිත්වයක් නොමැතිව GOPL සමාගමෙහි මෙහෙයුම් කටයුතු පවත්වාගෙන ගොස් තිබූ කාලපරිච්ඡේදය තුළ Browns හා LOLC සමාගම් විසින් ඉහත 6.13 ඡේදයෙහි පරිදි පරිදි GOPL සමාගම වෙත රු.477,006,722 ක් යෙදවූ බවට සඳහන් කර තිබුන ද, අමාත්‍ය මණ්ඩල අනුමැතිය ලබා ගන්නා අවස්ථාවේ හෝ කොටස්කරුවන්ගේ ගිවිසුමට එළඹෙන අවස්ථාවේ දී ඒ පිළිබඳ කිසිදු සඳහනක් හෝ හෙළිදරව් කිරීමක් කර නොතිබුණු බව නිරීක්ෂණය විය. තවද 2007 ඔක්තෝබර් 15 දින සිට 2010 මැයි 07 දක්වා කාලය සඳහා එම මුදල වෙනුවෙන් වාර්ෂිකව සියයට 28 පොලී අනුපාතිකයක් යටතේ රු. 312,448,422 ක පොළියක් ද 2014 මාර්තු 31 දක්වා කාලය වන විට පොලී ලෙස රු.753,115,811ක් ගිණුම්ගත කර තිබූ බව නිරීක්ෂණය වූ අතර 2014 අප්‍රේල් 01 සිට 2020 මාර්තු 31 දක්වා කාලය සඳහාද ඒ වෙනුවෙන් පොලී අය කර තිබුණද, එය නිෂ්චිතව හඳුනා ගැනීමට ප්‍රමාණාත්මක තොරතුරු විගණනයට ඉදිරිපත් නොවීය.
- 6.15 ඒ අනුව පෞද්ගලික සමාගම් දෙකෙහි දායකත්වය වන රු. 495,764,700 ක මුළු ප්‍රතිශ්ඨාවම මුදලින් ගෙනවිත් නොතිබූ අතර යෙදවූ බවට සඳහන් කර තිබූ රු.477,006,722 ක් හා ඊට අදාළ පොළියෙන් රු. 18,757,978 ක් හිලව් කර කොටස් ප්‍රාග්ධනය ලෙස රු.495,764,700ක් ප්‍රාග්ධනික කර තිබුනද එය කොටස්කරුවන්ගේ ගිවිසුමට අනුකූල නොවන බවත් නිරීක්ෂණය විය.
- 6.16 කොටස්කරුවන්ගේ ගිවිසුමට එළඹීමට පෙර Browns හා LOLC සමාගම් විසින් GOPL සමාගමේ සිදු කළ ආයෝජන, ණය ප්‍රාග්ධනය ලෙස සලකා සියයට 49 කොටස් හිමිකම වෙනුවෙන් ප්‍රාග්ධනික කිරීමට 2010 ජූලි 10 දින GOPL සමාගමේ අධ්‍යක්ෂ මණ්ඩලය අනුමැතිය ලබා දී තිබුණි. මේ සඳහා මහා භාණ්ඩාගාරයේ විරෝධතාවයක් නොමැති බවට රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුවේ අධ්‍යක්ෂ ජනරාල්වරයා 2010 ජූලි 07 දිනැති ලිපිය මගින්

දන්වා ඇති බවට අධ්‍යක්ෂ මණ්ඩල වාර්තා වල සඳහන් වුවත් එවැනි ලිපියක් ඔවුන් සතුව නොමැති බව GOPL සමාගම, GOPL සමාගමේ සමාගම් ලේකම් වන LOLC Coporate Service (Pvt) Ltd සමාගම හා මහා භාණ්ඩාගාරය විගණනයට දන්වා තිබුණි.

6.17 තවද ඉහත 6.16 හි දක්වා ඇති කරුණු සම්බන්ධයෙන් මහා භාණ්ඩාගාරයේ රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුව යම් නියාමනයක් හෝ ගිවිසුමේ කොන්දේසි ක්‍රියාත්මක කිරීමේ ප්‍රගතිය පසු විපරම් කිරීමක් සිදු කර තිබූ බව නිරීක්ෂණය නොවීය. මේ පිළිබඳව මහා භාණ්ඩාගාරයෙන් විමසීමේදී “කළමණාකරණ ගිවිසුම මගින් GOPL සමාගමේ කළමණාකාරිත්වය GOHL සමාගමට පවරා ඇති බැවින් ඒ පිළිබඳ දැඩි නියාමනයන් කිරීමට රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුවට අවශ්‍යතාවයක් නොමැති බවට” විගණනයට දන්වා තිබුණි. රජය සතුව පැවති ආයතනයක පාලනය රජයට අවාසිදායක ලෙස රජයේ පාලනයෙන් ක්‍රමිකව ගිලිහීමට රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුවේ මෙම වර්ගයාවන් වලින්ද ඉවහල් වී ඇති බව නිරීක්ෂණය විය.

6.18 GOPL සමාගමේ 2009/10 වර්ෂයේ මූල්‍ය ප්‍රකාශන අනුව 2010 මාර්තු 31 දිනට සමුච්චිත අලාභය රු. 549,224,342ක් වූ අතර, එදිනට ශුද්ධ හිමිකම රු. 549,224,312ක සෘණ ශේෂයක් බව නිරීක්ෂණය විය. 2009 අගෝස්තු 28 දින කොටස්කරුවන්ගේ ගිවිසුමට එළඹීමේදී හෝ 2010 ජූලි 16 දින කොටස් නිකුතුව සිදුකරන අවස්ථාවේදී මේ පිළිබඳව රජයේ වගකිව යුතු පාර්ශවයන්ගේ ප්‍රමාණවත් අවධානයක් යොමු වී ඇති බවට තහවුරු නොවුණු බව මේ සම්බන්ධයෙන් ඉදිරිපත් කරන ලද අමාත්‍ය මණ්ඩල සංදේශයටද තොරතුරු ඇතුළත් නොකිරීමෙන් පැහැදිලි විය. ඒ අනුව GOPL සමාගමේ අයිතියෙන් සියයට 51ක් රජය විසින්ලබා ගන්නා අවස්ථාවේදී ම මෙම සමාගමේ අහිතකර මූල්‍ය තත්ත්වයෙන් සියයට 51කට රජය දායක වීම (බැඳීමට ලක්වීම) සම්බන්ධයෙන් අවධානය යොමුකර නොතිබුණි.

6.19 තවද ඉහත 6.14 ඡේදයෙහි හි දැක්වෙන පරිදි ගෙවිය යුතු රු.312,448,423ක ණය පොළියෙන් (සියයට 28 ක පොළී ප්‍රතිශතයක් යටතේ ගණනය කරන ලද) රු.18,757,978ක් කොටස් ප්‍රාග්ධනය ලෙස මාරු කිරීමෙන් අනතුරුව Browns හා LOLC සමාගම් වෙත ගෙවිය යුතු ඉතිරි පොළී මුදල රු. 293,690,444 ක් ලෙස ගණනය කර තිබුණි. මෙම මුදල වාර්ෂිකව සියයට 24ක පොළී ප්‍රතිශතයක් යටතේ ලබාදුන් ණය මුදලක් ලෙස පරිවර්තනය කර 2010 මැයි 07 දින සිට Browns හා LOLC සමාගම් ගිණුම්ගත කර තිබුණි. ඒ අනුව 2010 මැයි 08 සිට 2014 මාර්තු 31 දක්වා රු. 447,971,307ක පොළියක් ගෙවිය යුතු බවට එම සමාගම් ගිණුම් ගත කර තිබුණු අතර නියමිත දිනට ණය වාරික නොගෙවීමේ දී වැල් පොළී ක්‍රමයට මාසිකව පොළී ගණනය කර තිබූ බවද නිරීක්ෂණය විය. එලෙස උපවිත පොළිය සඳහා ද වැල් පොළී ක්‍රමයට මාසිකව පොළී ගණනය කිරීම මත රු. 173,168,633ක අමතර පොළියක්ද ඉහත සඳහන් ශේෂය වූ 447,971,307 තුල ඇතුළත්ව තිබූ බව නිරීක්ෂණය විය.

6.20 ණය මුදලක් ලෙස පරිවර්තනය කරන ලද ඉහත 6.19 සඳහන් රු. 293,690,444ක වටිනාකමට අමතරව LOLC හා Browns යන සමාගම් වලින් 2010 අප්‍රේල් 01 සිට 2020 මාර්තු 31 දක්වා



කාල පරිච්ඡේදය තුළදී රු. 381,025,153ක මුදලක් ණය මුදලක් ලෙස ලබා ගත් බවට GOPL සමාගමේ මූල්‍ය ප්‍රකාශනවල දක්වා තිබුණි. ඒ අනුව මෙම සමාගම් දෙක වෙත ගෙවිය යුතු ලෙස ගිණුම්ගත කර තිබූ රු. 674,715,597ක මුළු ණය මුදලින් රු. 94,128,972ක් ආපසු ගෙවා තිබූ අතර මුළු ණය මුදලට අදාළ පොළීය ලෙස රු. 1,783,671,091ක් ගිණුම්ගත කර තිබූ බව නිරීක්ෂණය විය.

6.21 LOLC හා Browns සමාගම් දෙක විසින් GOHL සමාගම හරහා GOPL සමාගමේ යෙදවූ බව සඳහන් රු. 789,455,144ක මුදලට අදාළව, රු. 794,547,263ක් මුදලක් ගෙවිය යුතු බවට GOHL සමාගමේ 2010 මාර්තු 31 දිනෙන් අවසන් වර්ෂයේ මූල්‍ය ප්‍රකාශ තුළ සම්බන්ධිත පාර්ශවයන්ට ගෙවිය යුතු ණය හා සම්බන්ධිත පාර්ශවයන්ට ගෙවිය යුතු පොළීය යටතේ වර්ගීකරණය කර තිබුණි. නමුත් LOLC හා Browns සමාගම් හි 2010 මාර්තු 31 දිනෙන් අවසන් වර්ෂයේ විගණිත මූල්‍ය ප්‍රකාශණ තුළ GOHL සමාගමෙන් LOLC සමාගමට අය විය යුතු බවට රු. 170,683,182ක් ද, Browns සමාගමට අය විය යුතු බවට රු.368,657,084 ලෙස එකතුව රු.539,340,266ක් පමණක් දක්වා තිබුණි. ඒ අනුව ශේෂයන් දෙක අතර රු. 255,206,998ක වෙනසක් නිරීක්ෂණය වන බැවින් LOLC සමාගම විසින් GOHL සමාගම හරහා GOPL සමාගමේ ආයෝජනය කළ බවට සඳහන් ශේෂයන් නිවැරදි ද යන්න ගැටළු සහගත බව නිරීක්ෂණය විය.

6.22 GOPL සමාගමේ කළමණාකරන කටයුතු සඳහා 2006 ඔක්තෝබර් 04 වන දින Gal Oya Holdings (Pvt) Ltd සමාගම සංස්ථාපනය කර තිබුණ ද 2010 අප්‍රේල් 26 දින GOPL සමාගම සමග අත්සන් කරන ලද කළමණාකරන ගිවිසුම GALOYA HOLDINGS PLC නැමැති සමාගමක් සමග අත්සන් කර තිබුණි. ඒ අනුව කොටස්කරුවන්ගේ ගිවිසුමෙහි 5 වන අනු ව්‍යවස්ථාවේ 5.1 වගන්තියේ සඳහන් පරිදි උක්ත කළමනාකරණ ගිවිසුම අත්සන් කළ යුතු සමාගම සමග අත්සන් කිරීමකින් තොරව සමාගම් රෙජිස්ටාර් ජනරාල් යටතේ ලියාපදිංචි හෝ නොකරන ලද ඉහත සඳහන් GALOYA HOLDINGS PLC සමග GOPL අත්සන් කිරීමෙන් එම ගිවිසුම නීත්‍යානුකූල නොවන බව නිරීක්ෂණය විය.

6.23 ඉහත 5.3.1 ඡේදයෙහි හි දක්වා ඇති පරිදි කොටස්කරුවන්ගේ ගිවිසුමේ 7.2.1 වගන්තිය අනුව GOPL සමාගමේ කළමණාකරන කටයුතු කරනු ලබන කළමනාකරණ සමාගමේ (GOHL) සම්පූර්ණ අයිතිය LOLC හා Browns සමාගම් දෙක වෙත තිබිය යුතු වුවත්, අදාළ සමාගමෙහි හිමිකාරිත්වය තවත් තනිපුද්ගලයින් සිව්දෙනෙකුට හිමිව තිබූ බව නිරීක්ෂණය විය.

6.24 කළමනාකරණ ගිවිසුමෙහි 2.1 වගන්තිය අනුව, ගිවිසුම ආරම්භක දිනයේ සිට වසර 10ක කාලයක් සඳහා ගිවිසුම වලංගු බව දක්වා තිබුණ ද, එහි දිනය සඳහන් කළ යුතු ස්ථානය හිස්ව ගිවිසුම අත්සන් කර තබා තිබූ බව නිරීක්ෂණය විය.

6.25 කළමනාකරණ ගිවිසුමේ 11.1 වගන්තියෙහි දැක්වෙන පරිදි ගිණුම්කරණ ප්‍රතිපත්තීන්ට අනුකූලව සම්පූර්ණ හා නිවැරදිව ගිණුම් වාර්තා තබා ගත යුතු අතර, 11.2 වගන්තිය අනුව

මාසික වාර්තා පිළියෙල කර සමාගම වෙත ලබා දිය යුතු ය. එමෙන්ම 11.3 වගන්තිය අනුව සෑම මුදල් වර්ෂයක් අවසානයේදීම කෙටුම්පත් මූල්‍ය ප්‍රකාශණ කට්ටලය විගණනය සඳහා භාර දීමේ වගකීම, කළමනාකරණ සමාගම වෙත පැවරෙන බව දක්වා ඇත. එමෙන්ම, 12 වන වගන්තියේ සඳහන් ආකාරයට සමාගමේ වාර්ෂික අයවැය ලේඛණය පිළියෙල කිරීම හා සෑම වර්ෂයකම ජනවාරි 31 දිනට හෝ ඊට පෙර සමාගම වෙත ලබා දිය යුතු අතර සමාගමේ මානව සම්පත් කළමනාකරණ කටයුතුද, කළමනාකරණ සමාගම විසින් සිදු කළ යුතු ය. කෙසේ වෙතත් මෙම සියලු කටයුතු GOHL සමාගමේ අධීක්ෂණය හා අනුදැනුම ඇතිව GOPL සමාගමේ සේවකයන් විසින් සිදුකරන බවට විගණනයට දන්වා තිබුණි. ගිවිසුමේ 7.4.1 පරිදි GOPL සමාගමේ සේවකයන් සෑම විටම GOPL සමාගමේ සේවකයන්ම විය යුතු බව දක්වා ඇති හෙයින් GOHL සමාගමේ කටයුතු GOPL සමාගමේ සේවකයන් විසින් ඉටු කිරීම ගිවිසුමට අනනුකූල බව නිරීක්ෂණය විය.

6.26 ගිවිසුමෙහි 19.1.1 වගන්තිය යටතේ අදාළ ගිණුම් වර්ෂය ආරම්භයේ පවත්නා භාණ්ඩාගාර බිල්පත් අනුපාතයට සමානවූ අවම ලාභාංශයක්වත් රජය වෙත ලබා දිය හැකි වන වාර්ෂික බදු පසු ලාභයක් සමාගම වෙත නොලැබෙන විටදී සමාගම විසින් කළමනාකරණ සමාගම වෙත දැනුම් දීමෙන් ගිවිසුම අවසන් කළ හැකි බව දක්වා තිබුණද, ගිවිසුමට එළඹී ඇති 2010/11 ගිණුම් වර්ෂයේ සිට 2019/20 ගිණුම් වර්ෂය දක්වා අඛණ්ඩව අලාභ ලබමින් පවත්වාගෙන ගොස් තිබුණි. තවද එවැනි පසුබිමක දී සමාගමේ ලාභය වර්ධනය කර ගැනීමට සහ අරමුදල් කළමනාකරණයට අදාළව පෙළඹවීමක් ඇතිවන පරිදි ගිවිසුම පිළිබඳව සාකච්ඡා කල බවට හෝ නිරීක්ෂණය නොවිය.

6.27 කොටස්කරුවන් ගේ ගිවිසුම 2019 අගෝස්තු 28 දිනෙන් අවසන් වීමට නියමිතව තිබූ අතර එදිනට වසර 05 කට අධික කාලයක් තිබිය දී, ගිවිසුම් කාලය 2029 අගෝස්තු 27 දින දක්වා තවත් වසර 10කින් දීර්ඝ කිරීමට තීරණය කල බව රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුවේ අධ්‍යක්ෂ ජනරාල්ගේ අංක. PE/PL/GOP/GEN/2014 හා 2014 ජුනි 25 දිනැති ලිපිය මගින් දන්වා තිබුණි. තවද එම ලිපිය මගින්ම GOPL සමාගමේ රජයට අයත් කොටස් ප්‍රමාණයෙන් සියයට 41 ක් සී/ස ලංකා සීනි පුද්ගලික සමාගම වෙත පවරා ඉතිරි සියයට 10 ක කොටස් ප්‍රමාණය තවදුරටත් රජය සතුව තබා ගැනීමට ද තීරණය කල බව දන්වා තිබුණි. මෙම කරුණු සම්බන්ධයෙන් අමාත්‍ය මණ්ඩය දැනුවත් කල බවට තොරතුරු විගණනයට හෙළිදරව් නොවුණි.

6.28 කළමනාකරණ ගිවිසුම 2020 අප්‍රේල් 25 දිනෙන් අවසන් වීමට නියමිතව තිබූ අතර එදිනට වසර 05 මාස 10කට අධික කාලයක් තිබිය දී ගිවිසුම් කාලය 2030 අප්‍රේල් 25 දින දක්වා තවත් වසර 10කින් දීර්ඝ කිරීමට මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශය තීරණය කර ඇති බව රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුවේ අධ්‍යක්ෂ ජනරාල්ගේ අංක. PE/PL/GOP/GEN/2014 හා 2014 ජූලි 31 දිනැති ලිපිය දන්වා තිබුණි. එම තීරණය ගැනීමේ දී සමාගමේ අභිතකර මූල්‍ය තත්ත්වය පිළිබඳව ප්‍රමාණවත් අධ්‍යයනයක් කල බවට කරුණු නිරීක්ෂණය නොවුණි. මෙම තීරණය හේතුවෙන්

සමාගම පිළිබඳව අවස්ථානුකූලව තීරණ ගැනීමේ අවස්ථා 2030 වර්ෂය දක්වා අහිමි වී තිබුණු අතර මෙම තීරණය පිළිබඳව අමාත්‍ය මණ්ඩලය දැනුවත් කර නොතිබුණි.

6.29 රු. මිලියන 516 කට ශ්‍රී ලංකා රජය විසින් තක්සේරු කර GOPL සමාගමේ පරිහරනය සඳහා ඉඩප්‍රස්ථා ලබා දී ඇති ලද දේපල හා වත්කම් වෙනුවෙන් මෙතෙක් කිසිදු ලාභාංශයක් රජයට ලැබී නොතිබුණ ද LOLC හා Browns යන සමාගම් දෙක විසින් යෙදවූ බවට සඳහන් රු.මිලියන 477 ක් වෙනුවෙන් 2014 මාර්තු 31 දක්වා පමණක් රු.මිලියන 760ක මුදලක් පොලී ලෙස අයකර තිබූ බව නිරීක්ෂණය විය. පොලී ලෙස අයකරන ලද මෙම මුදල් නැවත GOPL සමාගම වෙත ආපසු යෙදවිය යුතු බවට මහා භාණ්ඩාගාරය විසින් විගණනයට දන්වා තිබුණි.

6.30 ඉහත 5.6.1 ඡේදයෙහි සඳහන් පරිදි 2009 අප්‍රේල් 01 සිට 2020 මාර්තු 31 දක්වා කාලපරිච්ඡේදය තුළ GOPL සමාගම විසින් රු.13,749,926,091 ක ණය ලබාගෙන තිබුණු අතර ඉන් රු.11,386,392,303ක් LOLC හා Browns යන සමාගම් දෙකෙන් සහ LOLC සමාගමට අයත් ආශ්‍රිත සමාගම් වලින් ලබාගෙන තිබුණි. එය සමස්ත ණයගැනීම් වලින් සියයට 82.8ක් බව නිරීක්ෂණය වූ අතර ආශ්‍රිත සමාගම්වලින් ලබා ගත් ණය හා රු.මිලියන 7,608 ක් වූ පොලීය පියවීම සඳහා, නැවත නැවත එම ආශ්‍රිත සමාගම් වලින් මහ බැංකුව විසින් ප්‍රකාශයට පත්කර තිබූ එවකට වාණිජ ණය පොලී අනුපාතිකයන් ඉක්මවූ ඉහළ පොලී ප්‍රතිශතයන් යටතේ ණය ලබාගෙන තිබූ බව නිරීක්ෂණය විය.

6.31 තවද ඉහත සඳහන් රු.13,749,926,091 ක් වූ ණය මුදලින් සමාගම විසින් රු. 4,787,459,490ක ණය ලබා ගැනීමට අදාළව (ඇමුණුම 32 ) GOPL සමාගමේ අධ්‍යක්ෂ මණ්ඩල අනුමැතිය ලබා ගත් බවට තොරතුරු විගණනයට ඉදිරිපත් නොවීය

6.32 මෙලෙස දිගින් දිගටම GOPL සමාගම පවත්වාගෙන යාම සඳහා අසාමාන්‍ය ණය කොන්දේසි මත ණය ලබා ගැනීමේදී රජය නියෝජනය කරමින් පත්කර ඇති අධ්‍යක්ෂකවරුන් රජයේ අයිතිය හා ප්‍රතිලාභ ආරක්ෂා කිරීම සඳහා ප්‍රමාණවත් හා ඵලදායී මැදිහත්වීමක් සිදුකර තිබූ බවට විගණනයට තහවුරු නොවූ අතර මහා භාණ්ඩාගාරයේ රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුවද මේ සම්බන්ධයෙන් ඵලදායී සුපරීක්ෂණයක් හෝ නියාමනයක් සිදුකර නොතිබුණි. මේ සම්බන්ධව මහා භාණ්ඩාගාරයෙන් විමසීමේදී රාජ්‍ය ව්‍යාපාර දෙපාර්තමේන්තුව විසින් “GOPL සමාගමේ සෘජු අධීක්ෂණයක් සිදු නොකරන බවත්, කොටස්කරුවෙකු ලෙස මහා භාණ්ඩාගාරයේ ලේකම් විසින් සිදුකල යුතු කාර්යයන් සඳහා අවශ්‍ය කටයුතු සිදු කරන බවත්” විගණනයට දන්වා තිබුණි.

6.33 GOPL සමාගමෙහි මූල්‍ය ක්‍රියාකාරිත්වය පරීක්ෂා කිරීමේ දී 2012/13 වර්ෂයේදී ප්‍රථම වතාවට රු.මිලියන 62ක දල ලාභයක් උපයා තිබුණු අතර උච්චාවචනයන් සහිතව 2019/20 වර්ෂය අවසාන වනවිට රු.මිලියන 1,233 ක දල ලාභයක් වාර්තා කර තිබුණු අතර එය 2012/13 වර්ෂයට සාපේක්ෂව සියයට 1,888 ක වර්ධනයකි.

- 6.34 2012/13 සිට 2019/20 වර්ෂය දක්වා සමාගම විසින් දළ ලාභයේ වර්ධනයක් අත්පත් කරගෙන තිබුණද, සමාගම දරා තිබූ අති විශාල මූල්‍ය පිරිවැය හේතුවෙන්, 2012/13 වර්ෂයේදී රු.මිලියන 453 ක් වූ ශුද්ධ අලාභය 2019/20 වර්ෂය වනවිට රු.මිලියන 1,430 ක් දක්වා වර්ධනය තිබුණි.
- 6.35 2009/10 සිට 2019/20 වර්ෂය දක්වා කාලපරිච්ඡේදය තුළ මූල්‍ය පිරිවැය ලෙස රු.මි. 8,039 ක් ගිණුම්ගත කර තිබූ අතර එකී කාලපරිච්ඡේදයන්ට අදාළව සමාගමේ සමුච්චිත අලාභය රු.මිලියන 8,302 ක් වී තිබුණි. මෙවැනි විශාල සමුච්චිත අලාභයක් ඇතිවීමට මූල්‍ය පිරිවැය බෙහෙවින් ඉවහල් වී තිබූ බව නිරීක්ෂණය විය.
- 6.36 GOPL සමාගමේ කළමනාකරණය සිදු කරන GOHL සමාගම, පරිපාලන හා මූල්‍ය කළමනාකරණයේ දී LOLC සමාගම් සමූහයට සෘජුව හෝ වක්‍රව කොටස් හිමිකාරීත්වයන් හෝ අධ්‍යක්ෂ මණ්ඩල නියෝජනයන් සහිත බැඳියාවන් පවතින සමාගම්වලින් ලබාගත් ණය වෙනුවෙන්, GOPL සමාගමට සාපේක්ෂව අධික මූල්‍ය පිරිවැයක් දැරීම හේතුවෙන් GOPL සමාගම දිගින් දිගටම අලාභ ලබන තත්ත්වයට පත් වීමට හේතු වී තිබූ බව නිරීක්ෂණය විය.
- 6.37 ඉහත 6.29 හි සඳහන් ණය මුදල් සියයට 15 – 24 ත් අතර පොලී අනුපාතිකයන් යටතේ ලබාගෙන තිබූ අතර ණය පොළිය පියවීම් ප්‍රමාද වන්නේ නම් එම පොලී අනුපාතයන් වාර්ෂිකව සියයට 48 කට වඩා වැඩි ප්‍රතිශතයක් (මසකට සියයට 4ක් ලෙස) දක්වා ඉහළ පොලී අනුපාතිකයන් යටතේ ගිවිසුම් ගත වී තිබිණි. ඒ අනුව සාමාන්‍ය වෙළඳපල ණය කොන්දේසි හා පොලී අනුපාත ඉක්මවා ආශ්‍රිත සමාගම් වලින් ණය ලබා ගැනීම සිදුකර තිබූ බව නිරීක්ෂණය විය. මෙලෙස අහිතකර ණය කොන්දේසි මත ණය ලබා ගැනීම හා සමාගමේ අහිතකර මූල්‍ය තත්ත්වය කෙරෙහි කළමනාකරණ සමාගමේ දුර්වල ස්වාධීන හා වෘත්තීමය නොවන මූල්‍ය කළමනාකරණ හේතු වී ඇති බව නිරීක්ෂණය විය.
- 6.38 2009/10 ගිණුම් වර්ෂය වන විට සමාගමේ මුළු වත්කම් වලින් ණය ප්‍රාග්ධනය නියෝජනය වන ප්‍රතිශතය සියයට 18. 2 ක් වී තිබුණු අතර එය 2019/20 ගිණුම් වර්ෂය වන විට සියයට 218 ක් දක්වා වර්ධනය වී තිබුණි. එමෙන්ම, එම කාල පරිච්ඡේදයන්හි ණය ස්කන්ධ අනුපාතය 1:0.6 සිට 1:5.8 ක් දක්වා ඉතා අහිතකර ලෙස වර්ධනය වී තිබුණි.
- 6.39 GOPL සමාගමේ 2012/13 මූල්‍ය වාර්තා වල GOHL සමාගම වෙතින් ලැබිය යුතු ලෙස ජංගම වත්කම් යටතේ දක්වා තිබූ රු.49,982,044 ක ශේෂයෙන් රු.32,082,938 ක් හා ඊට අනුරූපීව GOHL සමාගමේ 2012/13 මූල්‍ය වාර්තා තුළ GOPL සමාගමට ගෙවිය යුතු බවට දක්වා තිබූ රු.32,082,938 ක් ගිණුම් වලින් ඉවත්කර තිබූ බව නිරීක්ෂණය වුවද ඊට හේතු විගණනයට ඉදිරිපත් නොවීය. ඉහත කපා හැරීමෙන් පසු GOPL මූල්‍ය ප්‍රකාශන වල ඉතිරි වූ රු.17,899,106 ක් වූ ශේෂය මත රු. 6,258,170ක් හානිකරණ අලාභ සඳහා වෙන්කිරීම් (Impairment) කර තිබුණි. ඉන් අනතුරුව ඉතිරි වූ රු.11,640,936ක ශේෂය තවදුරටත් GOHL වෙතින් ලැබිය යුතු ශේෂයක් ලෙස ගිණුම් වාර්තා තුළ දක්වා තිබුණි.

6.40 තවද GOPL සමාගමේ 2007/2008 වර්ෂයේ මූල්‍ය ප්‍රකාශන තුළ GOHL සමාගමෙන් ලැබිය යුතු ලෙස රු.16,660,724 ක ශේෂයක් දක්වා තිබුණ ද, GOHL සමාගමේ මූල්‍ය ප්‍රකාශන තුළ GOPL සමාගමට ගෙවිය යුතු ශේෂයක් දක්වා නොතිබුණු අතර ඊට හේතු විගණනයට අනාවරණය නොවුණි.

6.41 ඉහත 5.5.8 ඡේදයේ සඳහන් පරිදි GOPL සමාගමේ 2010 මාර්තු 31 දිනට පෙර අයවිය යුතු වත්කම් යටතේ උක් ගොවීන්ට ලබාදුන් ණය රු.44,006,905 ක් හා ජීව විද්‍යාත්මක වත්කම් රු.4,389,652ක් ලෙස 2011/12 ගිණුම්හි දක්වා තිබූ එකතුව රු.48,396,557 ක් 2012/13 වර්ෂයේදී ගිණුම් වලින් ඉවත් කර තිබුණද ඊට හේතු විගණනයට අනාවරණය කර නොතිබුණි.

6.42 GOPL සමාගමේ කළමනාකරන කටයුතු වෙනුවෙන් පිහිටුවන ලද GOHL සමාගමෙහි මූල්‍ය තත්ත්වය පිළිබඳව හඳුනාගන්නා ලද නිරීක්ෂණයන් පහත පරිදි වේ.

6.42.1 2009/10 සිට 2019/20 ගිණුම් වර්ෂය දක්වා වූ GOHL සමාගමේ මූල්‍ය ප්‍රකාශන වලට අනුව සමාගම කිසිදු මෙහෙයුම් ආදායමක් උපයා නොතිබූ අතර 2017/18 සිට 2019/20 ගිණුම් වර්ෂය දක්වා කිසිදු මුදල් ගනුදෙනුවක්ද සිදුවී නොමැති බව නිරීක්ෂණය විය.

6.42.2 GOHL සමාගමේ 2010 අප්‍රේල් 01 දිනට ජංගම නොවන වත්කම් ලෙස රු.21,819,800ක් වටිනා මෝටර් රථ හා රු.313,931 ක් වටිනා කාර්යාල උපකරණ හා අනෙකුත් වත්කම් පැවතියද 2017 මාර්තු 31 දිනට එය ශුන්‍ය වී තිබුණි. එය 2020 මාර්තු 31 දින දක්වා ශුන්‍යව පැවතී ඇත. 2010 අප්‍රේල් 01 දිනට රු .477,516,136ක් වූ ජංගම නොවන වගකීම් 2016 මාර්තු 31 දින වන විට ශුන්‍ය වී තිබුණි. ඒ අනුව 2015/16 සිට 2019/20 දක්වා වර්ෂ 05 තුළම GOHL හි වත්කම් හා වගකීම් ශුන්‍ය අගයක් ගෙන තිබුණි.

6.42.3 2009/10 ගිණුම් වර්ෂයේ පිළිවෙලින් රු.11,693,094 ක් හා රු.1,276,065 ක් වූ පරිපාලන වියදම් හා මූල්‍ය පිරිවැය 2019/20 ගිණුම් වර්ෂය වන විට පිළිවෙලින් රු.329,020 ක් හා රු.1,650 ක් වී තිබුණි.

6.42.4 ඒ අනුව GOPL සමාගමේ කළමනාකරණය සිදු කරන GOHL සමාගම ඵලදායී මෙහෙයුම් කටයුත්තක නිරත නොවන, තම කාර්යමණ්ඩලයක් ද නොමැති, අධ්‍යක්ෂ මණ්ඩලයකට සීමා වූ සමාගමක් බව නිරීක්ෂණය විය.

6.42.5 GOPL සමාගමේ කළමනාකරන කටයුතු වෙනුවෙන් පිහිටුවා ඇති මෙම GOHL සමාගම පිහිටුවීමෙන් එම කළමනාකරන ගිවිසුමේ සඳහන් අපේක්ෂිත අරමුණු ඉටු වී නොමැති බවත්, මෙම සමාගම පිහිටුවීම ඵලදායී වී නොමැති බවත් නිරීක්ෂණය වේ.

**6.43 සුරාබදු දෙපාර්තමේන්තුවේ අවසරයකින් තොරව මත්පැන් නිෂ්පාදනය කිරීම**

6.43.1 ඉහත 5.8.3 හි දැක්වෙන පරිදි රාජ්‍ය ආයතනයක් වූ GOPL සමාගම නීත්‍යානුකූල නොවන ලෙස ව්‍යාපාරික කටයුතු වල යෙදී තිබීම හේතුවෙන් සමාගමට රු.මිලියන 4.85ක දඩයක් ගෙවීමට සිදු වී තිබුණු බව නිරීක්ෂණය විය.

6.43.2 අමාත්‍ය මණ්ඩල අනුමැතියන්ට අනුව HSIL සමාගමේ කළමනාකරණය පෞද්ගලික හිමිකාරිත්වයක් සහිත ඒකාබද්ධ ව්‍යාපාරයකට පැවරීමේ ප්‍රධාන කරුණක් ලෙස අතුරු නිෂ්පාදනයක් ලෙස විදුලිය උත්පාදනය කර විදුලිබල මණ්ඩලය සමඟ බලශක්තිය මිලදී ගැනීමේ ගිවිසුමක් මත පදනම්ව විදුලිබල පද්ධතිය පෝෂණය කිරීම වුවත්, එවැනිත් සිදුකර නොතිබූ බවට නිරීක්ෂණය වූ අතර, ලංකා බන්ධන තෙල් නීතිගත සංස්ථාව සමඟ ගිවිසුමකට එළඹ GOPL සමාගම නිෂ්පාදනය කරන එතනෝල් E – diesel බවට පරිවර්තනය කිරීම සිදුකළ යුතු වුවත්, e- diesel නිෂ්පාදනයක් සිදුකර නොතිබූ බව නිරීක්ෂණය විය.

**6.44 කුඩා කෘෂිකාර්මික ගොවීන්ගේ සහභාගීත්ව ව්‍යාපෘතිය ( SAPP) ණය ආධාර ක්‍රමය ක්‍රියාත්මක කිරීමේ දී හඳුනාගත් නිරීක්ෂණයන් පහත පරිදි වේ.**

6.44.1 සමාගම විසින් ඉදිරිපත් කර අනුමත වී තිබූ ව්‍යාපෘති වාර්තාව අනුව එක් ගොවියෙකු වෙත ප්‍රදාන ලෙස උක් වගා කටයුතු සඳහා භාවිතා කළ හැකි එකතුව වටිනාකම රු. 78,000 ක් වූ වටිනා යන්ත්‍ර 03ක් ලබා දීමට තීරණය වී ඇතත් විගණන දිනය වූ 2021 මාර්තු 30 දින වන විට ගොවීන්ට ලබා දී තිබුණේ රු. 34,500ක් වටිනා බහුකාර්ය යන්ත්‍රයක් බැගින් පමණක් බව නිරීක්ෂණය විය.

6.44.2 ප්‍රදාන යටතේ ගොවීන් වෙත බෙදා දීමට මිලදී ගත් බහුකාර්ය යන්ත්‍රය මගින් තණකොළ කැපීමේ කාර්යය හා වල් මර්දන කාර්යය කිරීමේ ද්විත්ව පහසුකම් ඇති බැවින් ඉතිරි යන්ත්‍ර දෙක අවශ්‍ය නොවන බව ව්‍යාපෘතිය විසින් තීරණය කර තිබුණි. ඉතිරි යන්ත්‍ර මිලදී ගැනීම විගණන දිනය වූ 2021 මාර්තු මස 30 දින දක්වාම සිදුකර නොතිබූ අතර යන්ත්‍ර 03 මිලදී ගැනීම සඳහා වෙන් කර තිබූ රු. 312,000,000ක ප්‍රතිපාදනයෙන් රු. 174,000,000ක් එනම්, සියයට 56ක ප්‍රතිපාදන එදින දක්වාම ව්‍යාපෘති කාර්යාලයේ ඉතිරිව පැවති බව නිරීක්ෂණය විය.

6.44.3 මෙම ව්‍යාපෘතිය යටතේ ප්‍රදාන ලෙස ගොවීන්ට ලබා දීමට සැලසුම් කර ඉතිරි වූ රු. 174,000,000ක ප්‍රතිපාදන භාවිතා කර ලියාපදිංචි ගොවි සමිති 05ක් වෙත අස්වනු නෙළීමේ යන්ත්‍ර ලබා දීම සඳහා GOPL සමාගම විසින් නැවත ව්‍යාපෘති වාර්තාවක් සකස් කර IFAD වෙත ඉදිරිපත් කර තිබුණ ද, ඒ සඳහා අනුමැතිය නොලැබීම හේතුවෙන් එය ලබා දී නොතිබුණි. ඒ අනුව GOPL සමාගම විසින් නිසි අධ්‍යයනයකින් තොරව මුල් ව්‍යාපෘති වාර්තාව ඉදිරිපත් කර ඇති බව නිරීක්ෂණය විය.

6.44.4 ඉහත පරිදි මිලදීගෙන ගොවීන් වෙත ලබාදී ඇති බහුකාර්ය යන්ත්‍රවලට අදාළව ගොවීන් වෙත එම යන්ත්‍ර භාරදීමේ ලැයිස්තුවක්, ඒවායේ භාවිතයට අදාළ වාර්තා හා වර්තමාන ක්‍රියාකාරීත්වයට අදාළ වාර්තා කිසිවක් GOPL සමාගම විසින් පවත්වාගෙන ගොස් නොතිබුණි.

6.44.5 GOPL සමාගම විසින් සකස් කර ඉදිරිපත් කර තිබූ ව්‍යාපෘති වාර්තාවට අනුව ගොවීන් වෙත ප්‍රදානයක් ලෙස ලබාදීමට සැලසුම් කළ යන්ත්‍ර 03 තුළ ඇතුළත් බහුකාර්ය යන්ත්‍රය භාවිතා කර, තණකොළ කැපීමේ යන්ත්‍රය මගින් ඉටුකරගත හැකි කාර්යයන්ද ඉටුකරගත හැකි වීම හේතුවෙන් තණකොළ කැපීමේ යන්ත්‍රය වෙනුවට ගොවීන්ට ප්‍රයෝජනවත් වන වෙනත් යන්ත්‍රයක් ලබා ගැනීමට තිබූ අවස්ථාව අහිමි වී තිබුණි.

6.44.6 ප්‍රදාන ලෙස ගොවීන් වෙත දියර ඉසින යන්ත්‍ර 4000ක් ලබා දීමට රු. 56,000,000ක ප්‍රතිපාදන වෙන් වී තිබුණ ද එම ප්‍රතිපාදන භාවිතා කර එම යන්ත්‍රය ලබා දීමට කටයුතු කර නොතිබූ අතර උක් වගාවේ පලිබෝධ රෝග පාලනය කිරීම හා වල් මර්දන කටයුතු සඳහා දියර ඉසින යන්ත්‍රය අවශ්‍ය බව ගොවීන් දන්වා ඇතත් ගොවීන්ගේ අවශ්‍යතාවය ඉටු වී නොමැති බව නිරීක්ෂණය විය.

6.44.7 ගොවීන් වෙත SAPP ණය යෝජනා ක්‍රමය යටතේ ණය ආධාර මුදල් ලබාදීමේදී ගොවීන් තෝරාගැනීම සඳහා සලකා බලන නිර්ණායක ලෙස පහත කරුණු සලකා බලන ලෙස ව්‍යාපෘති කාර්යාලය මගින් දක්වා ඇත.

- ගොවියෙකු හට හෙක්ටයාර් එකකට අඩු ඉඩම් ප්‍රමාණයක් තිබීම.
- ගොවියෙකුගේ මුළු ආදායමින් 50% වත් කෘෂිකර්මාන්ත ආශ්‍රිත ආදායම් ලබන්නෙකු වීම.
- මාසික ආදායම රු.25,000 - රු.30,000 ට වඩා අඩුවෙන් ලැබීම.
- මීට ප්‍රථම ව්‍යාපෘතිය මගින් ප්‍රතිලාභ ලබා නොගත් ගොවීන් වීම.

ඉහත නිර්ණායක සලකා බලන ලෙස උපදෙස් ලබාදී තිබුණද, ගල්ඔය ජලාන්වේෂන් සමාගම විසින් ඉහත නිර්ණායක නොසලකා ගොවීන් වෙත මෙම ණය යෝජනා ක්‍රමය යටතේ ණය සහනාධාර ලබාදී තිබූ බව නිරීක්ෂණය විය.

6.45. SAPP ව්‍යාපෘතිය යටතේ ගොවීන් 4000 ක් වෙත ලබා දෙන ලද ණය මුදල සම්බන්දයෙන් හඳුනාගන්නා ලද නිරීක්ෂණයන් පහත පරිදි වේ.

6.45.1 හැටන් නැෂනල් බැංකුවේ අම්පාර, උහන සියඹලාණ්ඩුව යන ශාඛාවල ගොවීන් නමින් බැංකු ගිණුම් ආරම්භ කර තිබූ අතර ගොවීන් වෙනුවෙන් අනුමත කර තිබූ රු. 923,660,000 ණය මුදල බැංකු ශාඛා විසින් ගොවීන්ගේ එම බැංකු ගිණුම් වලට බැර කර තිබුණි. පසුව ගොවීන්ගේ ගිණුම්වලට බැරවී තිබූ ණය මුදල් ගොවීන් නිසි පරිදි දැනුවත් කිරීමකින් තොරව ගිණුම් ආරම්භකරන අවස්ථාවේදී ඔවුන්ගෙන් ලබාගෙන තිබූ ලිපි පදනම් කරගෙන එම මුදලින් රු.919,995,617 ක මුදලක් එනම් සියයට 99.6

ක් හැටන් නැෂනල් බැංකුවේ අම්පාර ශාඛාවේ ගල්ඔය ජලාන්ටේෂන් (පුද්ගලික) සමාගම නමින් පවත්වාගෙන යන අංක 058010007001 දරණ බැංකු ගිණුමට මාරු කරගෙන තිබුණි.

6.45.2 තවද අතුරු බෝග වගා කිරීමට අවශ්‍ය බීජ පැළ ලබා ගැනීම සඳහා එක් ගොවියෙකුට රු.15,750 බැගින් උක් ගොවීන් 4000 සඳහා රු. 63,000,000 ක ණය මුදලක් ලබාදී ඇතත්, සමාගම විසින් ඒ සඳහා ගොවීන් වෙත ලබා දුන් අතුරු බෝග බීජ ප්‍රමාණය ගොවීන් වෙත බෙදාදුන් ආකාරයට අදාළ වාර්තා කිසිවක් නඩත්තු කර නොතිබුණු අතර ඉහත රු. 63,000,000 මුදල් සමාගම විසින් උපයෝජනය කර තිබුණි.

6.45.3 ගොවීන්ගේ ගිණුම් වලට බැරකර තිබූ සම්පූර්ණ ණය මුදලම ගල්ඔය ජලාන්ටේෂන් (පෞද්ගලික) සමාගමේ ගිණුමට මාරු කර ගැනීම හේතුවෙන් ගොවීන්ගේ ගිණුම්වල ගිණුම පවත්වාගෙන යාමට ප්‍රමාණවත් මුදලක් නොමැති වීම මත ගොවීන් විශාල සංඛ්‍යාවකගේ ගිණුම් අක්‍රිය වී ඇති බව විගණනයට වාර්තා විය.

6.45.4 SAPP ණය ගිවිසුමෙහි 7 (C) ඡේදයට අනුව ගොවීන් විසින් සමාගම වෙත ලබාදෙන උක් දඩුවලට අදාළ මුදල් ගොවීන් විසින් පවත්වාගෙන යන ගොවීන්ගේ ගිණුම් වලටට බැර කරන ලෙස සමාගමට උපදෙස් ලබාදී තිබුණද, සමාගම එම උපදෙස් වලට අනුව ක්‍රියාකර නොතිබුණි. එසේම මෙම ණය මුදල් ලබාදීමේ එක් අරමුණක් වශයෙන් ගොවීන්ගේ ප්‍රාග්ධන හැකියාව වර්ධනය කිරීම නිසි පරිදි බැංකු කටයුතු සඳහා හුරු කිරීම වර්ධනය කිරීම වුවත්, එම අරමුණ නිසි පරිදි ඉටු වී නොමැති බව නිරීක්ෂණය විය.

6.45.5 එක් ගොවියෙකු සඳහා ලබා දෙනු ලබන රු. 230,915ක ණය මුදල වෙනුවෙන් සමාගම විසින් ගොවීන් වෙත ලබාදෙනු ලබන උක් බීජ දඩු හා අතුරු බීජ, පොහොර හා වල්නාශක ද්‍රව්‍යවලට හා සමාගම මගින් ලබාදෙනු ලබන අස්වනු නෙලීම, ප්‍රවාහනය වෙනුවෙන් ණය මුදලින් මුදල් අයකරනු ලබයි. ණය මුදල සඳහා සම්පූර්ණ පොලීය ගොවීන් විසින් ගෙවන අතර, සමාගම විසින් සේවා ලබාදීමට ප්‍රථම ගොවීන් සඳහා ලබාදෙනු ලබන ණය මුදල සම්පූර්ණයෙන්ම සමාගමට මාරු කරගෙන සමාගම විසින් ගොවීන්ට ලබා දුන් ණය මුදල උපයෝජනය කර ගන්නා තත්ත්වයක් නිර්මාණය වී ඇති බව නිරීක්ෂණය විය.

## 07. නිර්දේශ

7.1 රජයට සියයට 51 ක අයිතියක් ඇති හා රජයේ දේපල භාවිතා කරමින් පවත්වාගෙන යනු ලබන GOPL සමාගමෙහි ක්‍රියාකාරිත්වය සම්බන්ධයෙන් මහාභාණ්ඩාගාරයේ අධීක්ෂණය පුළුල් කිරීම තුළින් රජයේ හිමිකම සහතික කිරීම හා සමාගම ලාභදායී තත්ත්වයට පත්කිරීමට උපරිම ප්‍රයත්න දැරීම තුළින් රජයට හිමිවිය යුතු ආදායම් නිසි පරිදි ලබා ගැනීමට කටයුතු කිරීම.



**(යොමුව : 6,5, 6.16, 6.17,6.29,6.32)**

7.2 සමාගමට බලපාන කරුණු සම්බන්ධයෙන් ගිවිසුම්ගත වීමේ දී රජයේ අයිතිවාසිකම් සුරකෙන පරිදි ගිවිසුම් වලට එළඹීමට කටයුතු කිරීම.

**(යොමුව : 6.1, 6.18,6.24,6.27,6.28)**

7.3 සමාගම සඳහා අරමුදල් සම්පාදනය කිරීමේ දී හැකිතාක් දුරට ලිහිල් කොන්දේසි සහිතව හා අවම මූල්‍ය පිරිවැයකින් අරමුදල් සම්පාදනය කර ගනිමින් දිගින් දිගටම පවතින මෙහෙයුම් අකාර්යක්ෂමතාවයන් අවම කර ගැනීමට කටයුතු කිරීම සහ එයට පටහැනිව යම් පාර්ශවයකගේ ආර්ථික වාසිය වෙනුවෙන් කටයුතු කර තිබේද යන්න පිළිබඳව අවධානය යොමු කිරීම.

**(යොමුව : 6.19, 6.30, 6.31, 6.36,6.37)**

7.4 වර්තමානය වන විට දේශීය සිනි අව්‍යායතනවයෙන් රටතුල සිනි නිෂ්පාදනය සියයට 9 ක් පමණ වන අතර එම ප්‍රමාණය ඉහළ නංවා ගැනීම තුලින් සිනි ආනයනය සීමා කිරීම සඳහා උපරිම ප්‍රයත්න දැරීම සහ උක් ගොවීන්ගේ ආර්ථික තත්ත්වය ඉහළ නැංවෙන පරිදි සමාගමේ කටයුතු මෙහෙයවීම සහ 2007 මාර්තු 30 දිනදී අමාත්‍ය මණ්ඩල තීරණයේ අවශ්‍යතා සපුරාලීමට කටයුතු කිරීම

**(යොමුව : 6.44,6.45 )**

7.5 GOHL සමාගම සමඟ ගිවිසුම්ගත වීමෙන් අපේක්ෂා කරන ලද ලද අරමුණු නිසි පරිදි ඉටුකර ගැනීමට නොහැකි වී ඇති බැවින් කළමණාකරන ගිවිසුම අවසන් කර මෙම ආයතනයේ කළමණාකරනය GOPL සමාගම වෙතම පැවරීමට ඇති හැකියාව සොයා බැලීම

**(යොමුව : 6.42 )**

7.6 ශ්‍රී ලංකා රජය,Browns හා LOLC සහ GOPL යන සමාගම් විසින් 2009 අගෝස්තු 28 දින අත්සන් කරන ලද කොටස්කරුවන්ගේ ගිවිසුමට අනුකූල වීම සඳහා සාංගමික ව්‍යවස්ථාවලිය සංශෝධනය කිරීම පිළිබඳ අවධානය යොමු කරවීම.

**(යොමුව : 6.11 )**

7.7 රජය සමඟ ගිවිසුම් ගතවීමකින් තොරව රජයට අයත් දේපල GOPL සමාගම විසින් භාවිතා කර ඇති බව නිරීක්ෂණය වන බැවින් ඒ සම්බන්ධයෙන් සුදුසු පියවර ගැනීම

**(යොමුව : 6.6 )**

7.8 කොටස්කරුවන්ගේ ගිවිසුමෙහි හා කළමනාකරන ගිවිසුමෙහි ඇතුළත් කොන්දේසි කඩිනමින් ඉටුකර ගැනීමට අවශ්‍ය විධිවිධාන යෙදවීම සහ ප්‍රමාණාත්මක විශ්ලේෂණයකින් අනතුරුව ගිවිසුම් කාලය දීර්ඝ කිරීම පිළිබඳව අවධානය යොමු කළ යුතු වීම.

(යොමුව :6.27, 6.28)

7.9 සමාගම විසින් ආශ්‍රිත සමාගම් වලින් සාපේක්ෂ ඉහල පොළී අනුපාතයන් හා GOPL සමාගමට අවාසිදායක කොන්දේසි යටතේ ලබා ගෙන ඇති ණය පිළිබඳව විශ්ලේෂණය කර එම පොළී අනුපාතයන් හා කොන්දේසි ලිහිල් කර ගැනීම සඳහා අවධානය යොමු කිරීම.

(යොමුව :6.30)

7.10 දේශීය බල ශක්ති අවශ්‍යතාවය සපුරාලීමට විකල්පයක් ලෙස E-Diesel උපරිම ලෙස භාවිත කිරීමේ හැකියාව පිළිබඳව අවධානය යොමු කිරීම.

(යොමුව : 6.43.2)

7.11 රාජ්‍ය ව්‍යවසායන් ප්‍රතිව්‍යුහගත කිරීමේදී රජයේ අයිතීන් හා රජයට ලැබෙන ආර්ථික ප්‍රතිඵල වෙත ඇති කරනු ලබන දීර්ඝකාලීන බලපෑම පිළිබඳව අවධානය යොමු කිරීම.

(යොමුව : 6.1 සිට 6.45 දක්වා)

7.12 ඉතා ඉහළ පොළී අනුපාතිකයන් හා අසාමාන්‍ය ණය කොන්දේසි යටතේ විශාල ලෙස ණය ලබා ගැනීම සඳහා රජය නියෝජනය කරන අධ්‍යක්ෂවරුන් ද සහිත GOPL හි අධ්‍යක්ෂ මණ්ඩලය අනුමැතිය ලබා දී තිබීම පිළිබඳව අවධානය යොමු කිරීම

(යොමුව : 6.29, 6.30 ,6.31, 6.34, 6.35, 6.36, 6.37)



ඩබ්ලිව්.පී.සී.වික්‍රමරත්න

විගණකාධිපති

2021 නොවැම්බර් 23 දින

**ஹிங்குரான சீனித் தொழிற்சாலையின் செயற்பாட்டு பணிகளுக்காக தாபிக்கப்பட்ட வ/ப கல்லோயா பெருந்தோட்ட (தனியார்) கம்பனியின் தொழிற்பாடு தொடர்பான விசேட கணக்காய்வு அறிக்கை**

### **நிறைவேற்றுப் பொழிப்பு**

உள்நாட்டு சீனிக் கைத்தொழிலை எழுச்சிபெறச் செய்யும் நோக்கில் 1960 ஆம் தசாப்தங்களில் நிறுவப்பட்ட ஹிங்குரான சீனித் தொழிற்சாலை 1993 ஆம் ஆண்டின் போது தனியார்மயப்படுத்தப்பட்டது. தனியார்மயப்படுத்தப்பட்ட அந்த நிறுவனம் வெற்றியடையாத காரணத்தால் மீண்டும் 1997 ஆம் ஆண்டு அரசிற்கு சவீகரிக்கப்பட்டு உற்பத்திப் பணிகள் ஆரம்பிக்கப்பட்ட போதிலும், 1997 செப்தம்பர் மாதத்தின் போது உற்பத்திப் பணிகளை நிறுத்த வேண்டிய நிலை ஏற்பட்டிருந்தது.

இவ்வாறு உற்பத்திப் பணிகள் இடைநிறுத்தப்பட்ட தொழிற்சாலையில் சேவையாற்றிய ஊழியர்களும் ஓய்வூதியம் பெறச்செய்யப்பட்டதுடன், மீண்டும் தொழிற்சாலையை மீள கட்டமைக்கும் பணிகள் 2006 ஆம் ஆண்டின் போது ஆரம்பிக்கப்பட்டிருந்தது.

இந்த மீள்கட்டமைப்பின் கீழ், 2006 ஆம் ஆண்டின் போது அரசு, தனியார் கம்பனிகளான பிரவுன்ஸ் என்ட் கம்பனி (Browns) மற்றும் லங்கா ஓரிக்ஸ் லீசிங் கம்பனி (LOLC) ஆகியவை கூட்டாக இணைந்து நிறுவிய கம்பனியொன்றின் ஊடாக ஹிங்குரான சீனித் தொழிற்சாலையின் பணிகளை ஆரம்பிப்பதற்கு அமைச்சரவையின் அங்கீகாரம் கிடைத்திருந்தது. அதன் பிரகாரம், 2009 ஆம் ஆண்டின் போது அரசாங்கத்துடன் பங்குதாரர் உடன்படிக்கையொன்று கைச்சாத்திடப்பட்டிருந்ததுடன், அதுவரையிலுமான 2006-2009 காலப்பகுதியினுள் அரசின் பங்களிப்பின்றி தாபிக்கப்பட்டிருந்த கல்லோயா பெருந்தோட்ட (தனியார்) கம்பனி (GOPL) எனும் பெயருடைய கம்பனியால் தொழிற்சாலையின் பணிகள் மேற்கொள்ளப்பட்டிருந்தன.

அவ்வாறு அரசின் பங்களிப்பின்றி கம்பனியின் செயற்பாட்டுப் பணிகள் மேற்கொள்ளப்பட்ட காலப்பகுதியினுள் ஏற்பட்ட நிலைமைகளைப் போன்றே 2009 ஆம் ஆண்டின் போது அரசின் கம்பனியொன்றினை தாபிப்பதற்கு உடன்படிக்கை கைச்சாத்திட்ட பின்னர் ஏற்பட்ட நிலைமையையும் கருத்திற்கொண்டு இந்த அறிக்கை வெளியிடப்பட்டது.

2009 ஆம் ஆண்டின் போது அரசாங்கத்துடன் பங்காளர் உடன்படிக்கை கைச்சாத்திடப்பட்ட பின்னர், 2010 ஆம் ஆண்டின் போது கம்பனியின் பங்கு வெளியீடு இடம்பெற்றிருந்தது. இந்த பங்கு வெளியீட்டின் போது அரசு கம்பனியின் உரித்து 51 சதவீதம் மற்றும் Browns என்ட் கம்பனிக்கும், LOLC கம்பனியை முன்னோடியாக கொண்ட தனியார் துறைக்கு 49 சதவீதமும் உரித்தாகியிருந்தது.

மேற்குறித்த 49 சதவீத பங்குகளுக்கு உரித்துடைய தனியார் துறையானது அதற்கரிய நன்மதிப்பினை பணமாக கொண்டுவர வேண்டிய போதிலும், அந்த நன்மதிப்பினை காசாக கொண்டுவந்திராததுடன், 2006-2009 காலப்பகுதியினுள் மேற்குறித்த தனியார் துறையினரால் GOPL கம்பனியில் ஈடுபடுத்தப்பட்டதென் குறிப்பிடப்படும் பணம் நன்மதிப்பாக ஈடுசெய்யப்பட்டிருந்தது. மேலும், அவ்வாறு ஈடுபடுத்தப்பட்டதாக குறிப்பிடப்படும் தொகைக்கு சுமார் 28 சதவீதமான வட்டியையும் அறவிடுவதற்கு நடவடிக்கை எடுத்திருந்தது. மேலும், கம்பனியின் தொழிற்பாட்டுக்காக தொடர்ச்சியாக அசாதாரணமான நிபந்தனைகள் மற்றும் ஒப்பீட்டு ரீதியில் உயர் வட்டி வீதத்தின் கீழ் மேற்குறிப்பிடப்பட்ட LOLC கம்பனியுடன் தொடர்புடைய கம்பனிகளிடமிருந்து கடனைப் பெற்றுக்கொள்ளவும் நடவடிக்கை எடுக்கப்பட்டிருந்தமையை அவதானிக்க முடிந்தது.

அவ்வாறு உயர் வட்டி வீதமொன்று மற்றும் சில சந்தர்ப்பங்களில் கூட்டு வட்டி வீதத்தில் கடன் பெறப்பட்டமையால் GOPL கம்பனிக்கு அதிக நிதிக் கிரயத்தை மேற்கொள்ளவும் நேர்ந்தது. மேலும், 2009 ஆம் ஆண்டு முதல் பல்வேறு தளம்பல்களின் கீழ் மொத்த இலாபமொன்றை ஈட்டுவதற்கு இயலுமாகவிருந்த போதிலும், 2009 ஆம் ஆண்டு முதல் 2020 ஆம் ஆண்டு வரையிலும் தேறிய நட்டத்தினை ஈட்டுவதற்கு மேற்கூறிய அதிக நிதிக் கிரயம் தாக்கம் செலுத்தயிருந்தமையை அவதானிக்க முடிந்தது.

மேலும், அரசு கம்பனியொன்றான இந்த கம்பனி தொடர்பில் போதியளவான நேரடிக் கண்காணிப்பொன்று பொது திறைசேரியினால் மேற்கொள்ளப்படாமையை போன்றே, பங்குதாரர் உடன்படிக்கையின் பிரகாரம் அரசாங்கத்திற்கு அந்த ஈவுத்தொகையும் கிடைத்திருக்கவில்லை என்பது அவதானிக்கப்பட்டது. மேலும், அந்த நிலைமையினுள் 2020 மார்ச் 31ஆந் திகதியளவில் கம்பனியின் சொத்துக்களை விஞ்சிய பொறுப்புக்களின் பெறுமதி ரூபா 7,521 மில்லியனாக காணப்பட்டது. மேலும், பங்காளர் உடன்படிக்கையை கைச்சாத்திடும் போது உள்ளடக்கப்பட்ட சில நிபந்தனைகளை நிறைவேற்றுவதற்கு இரு தரப்பினரும் தவறியிருந்ததுடன், GOPL கம்பனியின் முகாமைத்துவப் பணிகளை நிறைவேற்றுவதற்காக கல்லோயா ஹோல்டிங்ஸ் GOHL கம்பனிக்கு ஒப்படைக்கப்பட்டிருந்த போதிலும், அதன் மூலம் எதிர்பார்த்த நோக்கங்கள் நிறைவேறியிருக்கவில்லை என GOPL கம்பனியில் தொடர்ச்சியான செயற்பாட்டு நலிவுகளின் ஊடாக அவதானிக்கப்பட்டது.

அதன் பிரகாரம், அரசிற்கு 51 சதவீத உரித்துடன் மற்றும் அரசு சொத்துக்களை பயன்படுத்தி நடாத்திச் செல்லப்பட்டிருந்த GOPL கம்பனியின் தொழிற்பாடு தொடர்பில் பொது திறைசேரியின் கண்காணிப்பை பரவலாக்குவதன் மூலம் அரசு உரித்தினை சான்றுபடுத்தல் மற்றும் கம்பனியை இலாபமீட்டும் நிலைக்கு உள்ளாக்குவதற்கு அதிக முயற்சி எடுப்பதன் மூலம் அரசாங்கத்திற்கு உரிததாக வேண்டிய வருமானத்தினை உரிய முறையில் பெற்றுக்கொள்ள நடவடிக்கை எடுத்தலும், கரும்பு விவசாயிகளுக்கு நியாயமான நலன்களை பெற்றுக்கொடுப்பதும், தற்போது உள்நாட்டு சீனித் தேவைப்பாட்டில் உள்நாட்டு உற்பத்தி சுமார் 9 சதவீதமாக உள்ளதுடன், அந்த அளவினை அதிகரிப்பதன் மூலம் இறக்குமதியை கட்டுப்படுத்துவதற்கு உச்ச அளவில் முயற்சி எடுப்பதற்கும் கம்பனியின் பணிகள் மேலுக்கை செய்யப்பட வேண்டும் எனவும் இந்த அறிக்கையின் மூலம் பரிந்துரைக்கப்படுகின்றது.

## 01. அறிக்கையினை வெளியிடுவதற்கான பின்புலம்

1993 ஆம் ஆண்டின் போது தனியார்மயப்படுத்தப்பட்ட ஹிங்குரான சீனித் தொழிற்சாலையை மீண்டும் 1997ஆம் ஆண்டின் போது மீண்டும் அரசினால் சுவீகரிக்கப்பட்டு உற்பத்தி பணிகள் ஆரம்பிக்கப்பட்டிருந்தன. எவ்வாறான போதிலும், அந்த வருடத்தின் செப்தம்பர் மாதம் உற்பத்தி பணிகள் நிறுத்தப்பட்டிருந்ததுடன், அனைத்து ஊழியர்களும் தன்னிச்சையான முறையில் ஓய்வுபெறச் செய்யப்பட்டிருந்தனர். இதன் பின்னர் தொடர்ச்சியாக உற்பத்தி பணிகள் மேற்கொள்ளப்பட்டிராத இந்த நிறுவம், 2006 ஆம் ஆண்டின் போது அரசு தனியார் கம்பனியொன்றான பிரவுன்ஸ் என்ட் கம்பனி மற்றும் லங்கா ஒரிக்ஸ் ஆகிய இரு கம்பனிகள் இணைந்து நிறுவப்பட்ட கம்பனியொன்றுக்கு இந்த தொழிற்சாலையை அபிவிருத்தி செய்வதற்கு அமைச்சரவை அங்கீகாரம் வழங்கப்பட்டிருந்தது.

அதன் பிரகாரம், 2009 ஆம் ஆண்டின் போது அரசாங்கத்துடன் ஏற்படுத்திக்கொண்ட உடன்படிக்கையின் பிரகாரம், அரசாங்கத்திற்கு உரிய சொத்துக்களை பயன்படுத்தி இலங்கை அரசாங்கத்திற்கு (GOSL) 51 சதவீத பங்குரித்து மற்றும் லங்கா ஓரிக்ஸ் லீசிங் கம்பனி (LOLC) மற்றும் பிரவுன்ஸ் என்ட் கம்பனி (Browns) ஆகிய தனியார் துறைக் கம்பனிகளுக்கு 49 சதவீத பங்குடமையின் கீழ் வரையறுக்கப்பட்ட கல்லோயா பெருந்தோட்ட (தனியார்) கம்பனியானது (GOPL), அரசாங்கத்திற்கு சொந்தமான கம்பனியொன்றாக தொழிற்பாடுகளை ஆரம்பித்திருந்தது.

இவ்வாறு ஆரம்பிக்கப்பட்ட GOPL கம்பனியின் செயற்பாட்டில் காணப்படும் சிக்கல்கள் என இனங்காணப்பட்ட சில துறைகள் தொடர்பில் கருத்து தெரிவித்து கரும்பு, சோளம், மர முந்திரிகை, மிளகு, கறுவா, கரம்பு, வெற்றிலை உள்ளடங்கலான சிறு பெருந்தோட்டப் பயிர்களின் அபிவிருத்தியுடன் தொடர்புடைய கைத்தொழில்கள் மற்றும் ஏற்றுமதி அபிவிருத்தி இராஜாங்க அமைச்சின் செயலாளரால் எனக்கு முன்வைக்கப்பட்டிருந்த கோரிக்கையினையும் கருத்திற்கொண்டு இலங்கை சனநாய சோசலிசக் குடியரசின் அரசியலமைப்பின் 154 (1) ஆம் உறுப்புரையின் பிரகாரம் எனக்கு அரசு கம்பனியொன்றை கணக்காய்வு செய்வதற்கு வழங்கப்பட்டுள்ள அதிகாரத்தின் அடிப்படையில் மற்றும் 2018 இன் 19 ஆம் இலக்க தேசிய கணக்காய்வு அதிகாரச்சட்டத்தின் ஊடாக எனக்கு கிடைத்துள்ள அதிகாரங்களின் அடிப்படையிலும் 2017ஆம் ஆண்டு முதல் இந்த கம்பனியின் வருடாந்த நிதிக் கணக்காய்வில் போது இனங்காணப்பட்ட விடயங்களையும் அடிப்படையாக கொண்டு இந்த கணக்காய்வு மேற்கொள்ளப்பட்டது.

## 02. கணக்காய்வு விடயப்பரப்பு

ஹிங்குரான சீனித் தொழிற்சாலையின் உற்பத்திப் பணிகள் 1997 ஆம் ஆண்டின் திசெம்பர் மாதத்தின் போது நிறுத்தப்பட்டதன் பின்னர் அதனை பணிகளை மீள கட்டமைத்தலுடன் தொடர்புடைய விடயங்கள் தொடர்பில் இந்த கணக்காய்வு மேற்கொள்ளப்பட்டது. அதன் போது, 2006ஆம் ஆண்டின் போது ஹிங்குரான சீனித் தொழிற்சாலையின் பணிகளை தனியார் துறையினரால் மேற்கொள்ளலும், 2009 ஆம் ஆண்டின் போது இந்த அரசு கம்பனி (GOPL) தாபிக்கப்பட்டதன் பின்னர் ஏற்பட்ட நிலைமையும் பரிசோதனைக்கு உள்ளாக்கப்பட்டது. அதன் போது GOPL கம்பனி நிறுவப்பட்ட பங்குடமை ஒப்பந்தம் மற்றும் அந்த கம்பனியின் முகாமைத்துவ பணிகளை நிறைவேற்றுவதற்காக வரையறுக்கப்பட்ட கல்லோயா ஹோல்டிங்ஸ் (தனியார்) கம்பனி (GOHL) உடனான முகாமைத்துவ உடன்படிக்கையும் உள்ளடங்கலாக குறித்த செயன்முறை பரிசோதனைக்கு உட்படுத்தப்பட்டது. இதற்கு மேலதிகமாக, இந்த கம்பனியின் செயற்பாடு (2010 முதல் 2020 வரையிலுமான காலப்பகுதியினுள்) பரிசோதனைக்கு உட்படுத்தப்பட்டதுடன், அரசு கம்பனியொன்றாக பணிகளை மேற்கொள்ளும் போது இந்த கம்பனியின் (GOPL) பணிகள் தொடர்பில் அரசு தலையீடு மற்றும் இந்த கம்பனியை தாபித்தமையால் அரசு எதிர்பார்த்த

நோக்கம் நிறைவேறியுள்ளதா என்பது தொடர்பிலும் பரிசோதனைக்கு உட்படுத்தப்பட்டது.

### 3. விடயப்பரப்பு மட்டுப்படுத்தப்படல்

- 3.1 கணக்காய்வின் போது, குறித்த கம்பனி தொடங்கப்பட்டு கிட்டத்தட்ட 15 ஆண்டுகள் கடந்திருந்தமை மற்றும் 10 ஆண்டுகளுக்கும் மேலாக கணக்காய்வாளர் தலைமை அதிபதியின் நேரடியாக கணக்காய்வுக்கு உட்படுவதற்கான சட்ட ரீதியான ஏற்பாடுகள் இல்லாதிருந்தமையால் கணக்காய்வுக்கு சில ஆரம்ப தகவல்களைப் பெற இயலாதிருந்தமை.
- 3.2 கம்பனிக்கு நிதியினைப் பெற்றுக்கொள்ளும் போது முக்கியமாக அந்த நிதியை தனியார் நிதி நிறுவனங்களின் கடனாக நிதியீட்டம் செய்யப்பட்டிருந்த போதிலும், அந்தக் கடன்கள் தொடர்பான தகவல்களைப் பெறுவது கடினமாக இருந்தமை.
- 3.3 பயணக் கட்டுப்பாடுகளின் கீழ் கணக்காய்வு மேற்கொள்ளப்பட்டதன் காரணமாக தகவல்களைப் பெறுவதற்கான ஊடகங்கள் மட்டுப்படுத்தப்படல்.
- 3.4 கணக்காய்வின் போது கம்பனி தொடங்கப்பட்ட நேரத்தில் நிறுவனங்களில் இருந்த அதிகாரிகள் இல்லாததால் அது தகவல்களை மீட்டெடுப்பதில் எதிர்மறையான தாக்கம் ஏற்படுத்தியமை.
- 3.5 பொது திறைசேரியின் பொது முயற்சிகள் திணைக்களம் கம்பனியின் வணிக நடவடிக்கைகளை சரியான நேரத்தில் பொருண்மையான கண்காணிப்புகள் உள்ளாக்கப்பட்டிராத காரணத்தால், கம்பனியின் வணிக நடவடிக்கைகள் தொடர்பில் பொது முயற்சிகள் திணைக்களத்தின் பங்களிப்பை மதிப்பிடுதல் சிரமமாக காணப்படல்.
- 3.6 GOPL கம்பனியைப் போன்றே அதன் நிர்வாக நடவடிக்கைகளுக்காக அமைக்கப்பட்ட GOHL கம்பனியின் பணிப்பாளர் சபையின் தீர்மானங்கள் மற்றும் பணிப்பாளர் சபையின் தீர்மானங்களின் அடிப்படையான சில ஆவணங்கள் கம்பனி செயலாளரினால் கணக்காய்வுக்கு சமர்ப்பிக்கப்படாமை.

### 4. பின்பற்றப்பட்ட நடைமுறைகள்

#### 4.1 புத்தகங்கள் மற்றும் பதிவேடுகளைப் பரீட்சித்தல்

- (i) 2018 இன் 19 ஆம் இலக்க தேசிய கணக்காய்வு அதிகாரச்சட்டம்
- (ii) 2007 இன் 07 ஆம் இலக்க கம்பனிகள் அதிகாரச்சட்டம்
- (iii) 1978 இன் 04 ஆம் இலக்க இலங்கை முதலீட்டுச் சபை

- (iv) வரையறுக்கப்பட்ட ஹிங்குரான சீனி கம்பனியை மீள் கட்டமைப்பதற்குரியதாக சமர்ப்பிக்கப்பட்டுள்ள அமைச்சரவைப் விஞ்ஞாபனம், பத்திரங்கள் மற்றும் அதற்குரியதாக சமர்ப்பிக்கப்பட்டுள்ள அவதானிப்புகள் மற்றும் அமைச்சரவைத் தீர்மானங்கள்
- (v) கம்பனியை பதிவு செய்வதற்குரிய கம்பனிப் பதிவாளர் அலுவலகத்திற்கு கிடைத்திருந்த தகவல்கள் மற்றும் அறிக்கைகள்
- (vi) முதலீட்டுச் சபைக்கு (BOI) சமர்ப்பிக்கப்பட்டிருந்த விண்ணப்பங்கள் மற்றும் ஆவணங்கள்
- (vii) GOPL கம்பனியின் புத்தகங்கள் மற்றும் அறிக்கைகள்
  - கம்பனியின் பணிப்பாளர் சபையின் கூட்ட அறிக்கைகள் மற்றும் தீர்மானங்கள்
  - கம்பனியுடன் ஏற்படுத்திக்கொள்ளப்பட்ட உடன்படிக்கைகள்
  - கம்பனியின் நிதிக்கூற்றுக்கள்
- (viii) முகாமைத்துவக் கம்பனியின் (GOHL) நிதிக்கூற்றுக்கள்
- (ix) LOLC மற்றும் Browns கம்பனிகளின் நிதிக்கூற்றுக்களை பரிசோதித்தல் (இணையத்தளத்திலிருந்து பெற்றுக்கொள்ளப்பட்ட தகவல்களின் பிரகாரம்)
- (x) கரும்பு பயிர்ச்செய்கையாளர்களுக்கு வழங்கப்பட்ட மானியங்கள் மற்றும் நிவாரணக் கடன்களுக்குரிய சிறு அளவிலான விவசாய வியாபார பங்குடமை நிகழ்ச்சித்திட்ட அலுவலகத்தினால் பேணிச் செல்லப்பட்ட பதிவேடுகள் மற்றும் அறிக்கைகள்

4.2 கரும்பு பயிர்ச்செய்கையாளர்களின் மற்றும் வெளிவாரித் தரப்பினரின் கருத்துக்களை பெற்றுக்கொள்ளல்.

## 05. செயன்முறை

### 5.1 ஹிங்குரான சீனித் தொழிற்சாலையின் ஆரம்பம் மற்றும் தொழிற்பாடு

5.1.1 1960 ஆம் தசாப்தத்தில் ஆரம்பிக்கப்பட்ட அரசுக்கு சொந்தமான ஹிங்குரான சீனி தொழிற்சாலைக்கு சொந்தமான சுமார் 7,466 ஹெக்டேர் நிலம் காணப்பட்டதுடன், அதில் சுமார் 6,497 ஹெக்டேர் கரும்பு சாகுபடிக்காக பயன்படுத்தப்பட்டது. இந்த தொடக்க நிலையில் இந்தத் தொழிலுக்கு முழுமையாக பொருத்தப்பட்ட தொழில்துறை பட்டறை, மின் பிரிவு மற்றும் மின் உற்பத்தி அலகு, இயந்திர பட்டறை, வடிசாலை, முழுமையாக பொருத்தப்பட்ட ஆய்வகம், எரிபொருள் எண்ணெய் மற்றும் பிற எரிபொருள் சேமிப்பு மையம் ஆகியவை உள்ளடங்கலாக அதிக மதிப்புள்ள சொத்துக்கள் இருந்தன. 1999 ஆம் ஆண்டு நிலவரப்படி, நிறுவனத்தில் சுமார் 2,428 பணியாளர்கள் சேவையில் ஈடுபட்டிருந்தனர்.

### 5.1.2

இவ்வாறு சுமார் 3 தசாப்தங்களாக பொதுத்துறையின் கீழ் உற்பத்தி நடவடிக்கைகளை மேற்கொண்ட இந்த நிறுவனம் 1993 இல் தனியார்மயமாக்கப்பட்டதுடன், இதில் நிறுவனத்தின் பங்குகளில் 90 சதவீதம் தனியார் துறையினரிடமும் 10 சதவீதம் அப்போதைய ஊழியர்களிடையே பகிரப்படும் வகையில் நடவடிக்கை எடுக்கப்பட்டு இருந்தது. அதன்படி, தொடர்புடைய பங்குகளில் 90 சதவீதம் எஃ.ஏ.பி.டி.ரேடிங் பிரைவேட் லிமிடெட் கம்பனிக்கு மாற்றப்பட்டது (இணைப்பு 01). இந்த தனியார் முதலீட்டாளர் பல்வேறு பிரச்சனைகளுக்கு முகங்கொடுத்த காரணத்தால் 1997ல் அரசால் கையகப்படுத்தப்பட்டு மீண்டும் உற்பத்தி துவங்கியது. ஆனால் உற்பத்தி 1997 செப்டம்பர் மாதத்தில் மீண்டும் நிறுத்தப்பட்டு விருப்ப ஓய்வு அடிப்படையில் ரூபா 390 மில்லியன் அரசாங்க செலவில் 2000-2001 ஆண்டு காலப்பகுதியினுள் ஊழியர்கள் அனைவரும் ஓய்வு பெறச் செய்யப்பட்டிருந்தனர்.

### 5.1.3

தொழிற்சாலைகள் மற்றும் அரசு நிறுவனங்களை புனரமைப்பதற்கான கொள்கையின்படி திறன் அபிவிருத்தி மற்றும் பொது நிறுவன சீர்திருத்த அமைச்சரினால் சமர்ப்பிக்கப்பட்ட ஹிங்குராண சீனி தொழிற்சாலையின் அபிவிருத்திக்கான 2006 யூன் 06 ஆந் திகதிய 06/1203/274/012 ஆம் இலக்கம் அமைச்சரவைப் பத்திரம் தொடர்பாக (இணைப்பு 02), மாண்புமிகு முன்னாள் பிரதமரின் பங்கேற்புடன் அப்போதைய அமைச்சரவை உபகுழுவில் பரிந்துரைகள் செய்யப்பட்டன. அதன்படி, அந்த பரிந்துரைகளின் அடிப்படையில் 1997 முதல் இந்த தொழிற்சாலையில் உற்பத்தி நிறுத்தப்பட்டுள்ளது உற்பத்தி நடவடிக்கைகள் இந்த பரிந்துரைகளின் அடிப்படையில் புதிய தனியார் முதலீட்டாளருக்கு வழங்க 2006 ஜூலை 19 அன்று அமைச்சரவையின் ஒப்புதல் வழங்கப்பட்டது. (இணைப்பு 03)

### 5.1.4

அந்த அமைச்சரவை முடிவின் அடிப்படையில் முதலீட்டுச் சபையின் தலையீட்டுடன், இலங்கை அரசாங்கம், பிரவுன்ஸ் மற்றும் கம்பனி மற்றும் லங்கா ஓரிக்ஸ் லீசிங் கம்பனி ஆகியோரை உள்ளடக்கிய முதலீட்டு கூட்டாண்மையின் ஊடாக ஹிங்குராண சீனி தொழிற்சாலையை மீண்டும் திறக்கவும், அதன் நிர்வாகத்தை புதிய கூட்டாண்மைக்கு கொடுக்க ஹிங்குராண சீனி கம்பனியின் அனைத்து சொத்துக்களின் உரிமையை அரசு வசம் வைத்திருக்கவும், 2006 ஆகஸ்ட் 25 ஆந் திகதி அமைச்சரவை உப குழுவினால் தீர்மானிக்கப்பட்டது.

### 5.1.5

மேலும், GOPL கம்பனியின் நிர்வாகத்திற்காக வரையறுக்கப்பட்ட கல்லோயா ஹோல்டிங்ஸ் (தனியார்) கம்பனி ( GOHL ) உருவாக்கப்பட்டதுடன், மற்றும் இந்நிறுவனம் நான்கு தனிநபர்களுக்கு உரிய பங்கு உரித்தின் கீழ் 2006 அக்டோபர் 04, அன்று ஒரு கம்பனியாக பதிவு செய்யப்பட்டிருந்தது. மேற்கூறிய நிறுவனத்தின் பங்குகள் நான்கு நபர்களுக்கு இடையில் மற்றும் LOLC மற்றும் Browns கம்பனிகளுக்கு இடையே பின்வருமாறு மாற்றப்பட்டது.



அட்டவணை 01 – வரையறுக்கப்பட்ட கல்லோயா ஹோல்டிங்ஸ் ( GOHL ) இன் பங்குகளின் உரித்து

பங்குரிமையாளர்	பங்குகளின் எண்ணிக்கை			
	2006/07	2008/09	2012/13	2015/16
பங்குடமையாளர் A	45	45	45	-
பங்குடமையாளர் B	45	45	45	45
பங்குடமையாளர் C	05	05	05	-
பங்குடமையாளர் D	05	05	05	-
Browns	-	1,000,000	1,300,000	1,300,000
LOLC	-	1,000,000	1,300,000	1,300,055

5.1.6 2006 அக்டோபர் 11 ஆந் திகதி முதற் தடவையாக கல்லோயா பிளான்டேஷன் (தனியார்) கம்பனி (GOPL) எனும் பெயரிடப்பட்ட ஒரு தனியார் நிறுவனம் இரண்டு தனிநபர்கள் மற்றும் GOHL க்கு இது ஒரு நேரத்தில் ஒரு பகுதி பங்கு உரிமையுடன் கம்பனிப் பதிவாளர் திணைக்களத்தின் N (PVS) 48141 ஆம் இலக்கத்தின் கீழ் பதிவுசெய்யப்பட்டதுடன் (இணைப்பு 04), கம்பனியை ஆரம்பித்தமைக்கான முதன்மை நோக்கமாக ஹிங்குரானா சீனி தொழிற்சாலை கையகப்படுத்தல் குறிப்பிடப்பட்டிருந்தது.

5.1.7 அதன்படி, 2006 ஆகஸ்ட் 21ஆந் திகதி GOPL கம்பனியின் இரண்டு பணிப்பாளர்களின் கையொப்பத்துடன் கல்லோயா பிளான்டேஷன் (பிரைவேட்) லிமிடெட் (GOPL) என்ற நிறுவனம் உருவாக்கப்பட்ட பின்னர். முதலீட்டு சபைக்கு (BOI) விண்ணப்பத்தை சமர்ப்பிக்கவும், 2006 ஒக்டோபர் 25ஆம் திகதி முதலீட்டுச் சபையுடன் இணக்கப்பாடு எட்டப்பட்டு ஹிங்குரானா சீனி தொழிற்சாலையின் உற்பத்தி செயற்பாடுகளை ஆரம்பிப்பதற்கான ஏற்பாடுகள் மேற்கொள்ளப்பட்டன. இவ்வாறு முதலீட்டுச் சபைக்கு சமர்ப்பிக்கப்பட்ட விண்ணப்பத்தில் பின்வரும் தகவல்கள் இடம்பெற்றிருந்தன.

விண்ணப்பத்தில் இன் பங்குகளின் உரித்தானது பின்வருமாறு பேணப்படுவதாக குறிப்பிடப்பட்டிருந்தது.

அட்டவணை 02- விண்ணப்பத்தில் குறிப்பிடப்பட்டுள்ளவாறு GOPL இன் பங்குகளின் உரித்து

பங்குடமையாளர்கள்	பங்குகளின் பெறுமதி ரூபா மில்லியன்	உரித்து சதவீதம் %
ஹிங்குரானா சீனி கூட்டிணைந்த சபை (HSIL)	247.7	51
LOLC	118.99	24.5
Browns	118.99	24.5

அத்துடன் சீனி, மதுபானம் மற்றும் E – diesel உற்பத்திக்கான திட்டங்கள் முன்னெடுக்கப்பட்டு வருவதாக தெரிவிக்கப்பட்டுள்ளதுடன், இதற்கான பங்கு மூலதனம் ஒரு வருடத்தில் 485.6 மில்லியன் ரூபாவும் இரண்டு வருடங்களில் 800 மில்லியன் ரூபா கடன் மூலதனமாகவும் ஈடுபடுத்தப்படுவதாக தெரிவிக்கப்பட்டது.

மேலும், 07/0535/334/006 இலக்க அமைச்சரவைப் பத்திரத்திற்கு 2007 ஏப்ரல் 25 அன்று நடைபெற்ற அமைச்சரவைக் கூட்டத்தில் கொடுக்கப்பட்ட ஒப்புதலின் அடிப்படையில் மீண்டும் 2007 ஜூலை 12 இல், GOPL மற்றும் முதலீட்டு வாரியம் இரண்டாவது முறையாக ஒரு ஒப்பந்தத்தை கைச்சாத்திட்டிருந்ததுடன், இந்த ஒப்பந்தம் 2019 ஜனவரி 11 வரை அமுலில் இருந்தது.

5.1.8 மேலே 5.1.4 இல் குறிப்பிடப்பட்டுள்ளது கூட்டாண்மைக்கு (GOPL) தொடர்புடைய சொத்துக்களை நீண்ட கால குத்தகை ஒப்பந்தம் மூலம் வழங்க அரசு முயற்சிகள் சீர்திருத்த ஆணைக்குழுவிற்கு (PERC) வசதியளிப்பவராக செயல்பட பெருந்தோட்ட கைத்தொழில் அமைச்சர் மற்றும் வர்த்தக அபிவிருத்தி மற்றும் முதலீட்டு ஊக்குவிப்பு அமைச்சரின் அனுமதி கூட்டு அமைச்சரவைப் பத்திரம் சமர்ப்பிக்கப்பட வேண்டும் என மீண்டும் 2006 நவம்பர் 09 அன்று கூடிய முதலீட்டு வசதிகளுக்கான அமைச்சரவை உப குழு முடிவு செய்தது.

5.1.9 இதன்படி, முதலீட்டு ஊக்குவிப்பு மற்றும் பொதுத் முயற்சிகள் மறுசீரமைப்பு அமைச்சர் மற்றும் பெருந்தோட்டக் கைத்தொழில் அமைச்சரினால் சமர்ப்பிக்கப்பட்ட 06/2251/250/047 ஆம் இலக்கம் 2006 நவம்பர் 28 ஆம் திகதிய ஒருங்கிணைந்த அமைச்சரவைப் பத்திரத்தை (இணைப்பு 05) பரிசீலித்த பின்னர் 2006 டிசம்பர் 6 ஆந் திகதி அமைச்சரவை மூலம் ஹிங்குராண சீனி தொழிற்சாலையின் நிர்வாகத்தை இலங்கை அரசாங்கம், பிரவுன்ஸ் கம்பனி மற்றும் ஓரிக்ஸ் லீசிங் கம்பனி ஆகியவற்றால் அமைந்த முதலீட்டு கூட்டமைப்புக்கு (Consortium) மாற்றும் பரிவர்த்தனை குறித்து பொது முயற்சிகள் சீர்திருத்த ஆணைக்குழு (PERC) ஒரு வசதியளிப்பவராக செயல்பட ஒப்புதல் அளிக்கப்பட்டுள்ளது (இணைப்பு 06).

5.1.10 அதன் பின்னர், தொழில் முயற்சி அபிவிருத்தி மற்றும் முதலீட்டு ஊக்குவிப்பு அமைச்சரினால் 2007 மார்ச் 30 ஆம் திகதி சமர்ப்பிக்கப்பட்ட அமைச்சரவைக் குறிப்பு இலக்கம் 07/0535/334/006 (இணைப்பு 07) மற்றும் மேலதிக பெருந்தோட்டப் பயிர் அபிவிருத்தி அமைச்சரின் அவதானிப்புகளைக் (இணைப்பு 08) கருத்தில் கொண்டு பின்வரும் பரிந்துரைகளுக்கு அமைச்சரவை ஒப்புதல் 2007 ஏப்ரல் 25ஆந் திகதி வழங்கப்பட்டது (இணைப்பு 09).

(அ) 2006 ஆகஸ்ட் 25 தேதியிட்ட பாராளுமன்ற உபகுழுவின் பரிந்துரையில் குறிப்பிடப்பட்டுள்ள “ஹிங்குராண சீனித் தொழிற்சாலையை” புத்துயிர் பெறுச்செய்வதற்கான முன்மொழிவை முன்னெடுப்பதில் GOPL இன் அரசாங்கத்தின் பங்களிப்பின் மூலம் பின்வரும் ஐந்து முக்கிய விடயங்களை நடைமுறைப்படுத்துத அதிகாரம் ஒப்படைக்கப்படல்.

- ஆரம்ப கட்டத்தில் ஆல்கஹால், எத்தனால் (e-diesel) உற்பத்திக்காக வ.ப ஹிங்குரானா சீனி தொழிற்சாலையின் (HSIL) சர்க்கரை ஆலைக்கு புத்துயிர் அளித்தல்.
  - தற்போதுள்ள சர்வதேச விலைகளுடன் தொடர்புடைய விலை சூத்திரத்தின்படி கரும்பு அறுவடை கொள்வனவு செய்யப்படுவதை உறுதி செய்தல்.
  - தற்போதுள்ள சாகுபடி நிலங்களின் நிலைத்தன்மைக்காக தற்போதுள்ள நீர்ப்பாசன உள்கட்டமைப்பைப் பராமரித்தல்.
  - ஒரு துணை தயாரிப்பாக இலங்கை மின்சார சபையுடனான மின் உற்பத்தி மற்றும் எரிசக்தி கொள்வனவு ஒப்பந்தத்தின் அடிப்படையில் தேசிய மின்சாரக் கட்டமைப்பை போஷித்தல்.
  - சீனி உற்பத்தியை மேற்கொள்வது.
- (ஆ) GOPL கம்பனியின் பணிகளை முகாமை செய்வதற்காக LOLC மற்றும் Browns ஆகிய கம்பனிகளின் ஒருங்கிணைந்த உரித்துடனான முகாமைத்துவக் கம்பனியொன்று மற்றும் GOPL கம்பனிக்கிடையே முகாமைத்துவ உடன்படிக்கையொன்றினை கைச்சாத்திடுவதற்காக GOPL கம்பனிக்கு அதிகாரத்தினை கையளித்தல்.
- (இ) ஹிங்குரான சர்க்கரை ஆலைக்கு சொந்தமான சொத்துக்கள் மற்றும் சொத்துக்களை கையகப்படுத்த, மாற்ற அல்லது குத்தகைக்கு வழங்க, அரசு / காணிகள் ஆணையாளருக்கு அனுமதி வழங்குதல்
- (ஈ) ஹிங்குரானா சீனித் தொழிற்சாலையின் அனைத்து இயக்க உரிமங்கள், அனுமதிகள் GOPL கம்பனிக்கு மாற்றுவதற்கு மற்றும் அந்த உரிமங்கள் மற்றும் ஒப்புதல்கள் GOPL கம்பனிக்கு அனுசரணை வழங்க அந்த அனுமதிப் பத்திரங்கள் சம்பந்தப்பட்ட அதிகாரிகளால் புதுப்பித்தல் மற்றும் மறு வெளியீடு ஆகியவற்றை உறுதி செய்தல்
- (உ) e – diesel மாற்றக்கூடிய இலங்கை பெற்றோலியக் கூட்டுத்தாபனத்தினால் உற்பத்தி செய்யப்படும் எத்தனாலை கொள்வனவு செய்வதற்கும் GOPL எத்தனால் கொள்வனவு செய்வதற்காக இலங்கை பெற்றோலியக் கூட்டுத்தாபனத்திற்கு ஒப்புதல் வழங்குதல்.

5.1.11 அதன் பின்னர், மேலே உள்ள பரிந்துரைகளுக்கு ஒரு வசதியாளராக செயற்பட்ட பொது முயற்சிகள் சீர்திருத்த ஆணைக்குழுவினை (PERC) கலைக்கும் அமைச்சரவையின் முடிவு (இணைப்பு 09) காரணமாக 2007 ஏப்ரல் 25 அன்று எடுக்கப்பட்ட அமைச்சரவை தீர்மானத்தை தொடர்ந்தும் நடைமுறைப்படுத்துவது தொடர்பாக சட்டமா அதிபரின் அறிவுறுத்தலின் பேரில் தொழில் முயற்சி அபிவிருத்தி மற்றும் முதலீட்டு ஊக்குவிப்பு அமைச்சர் இந்த செயல்முறை பற்றிய அனைத்து விவரங்களும் அடங்கும் 2008 பிப்ரவரி 12 ஆந் திகதியிட்ட அமைச்சரவை குறிப்பு எண். 08/0302/334/003 (இணைப்பு 10) முன்வைக்கப்பட்டது. அதன்படி மீண்டும் ஒருமுறை 2007 ஏப்ரல் மாதம் 25 ஆம் திகதியன்று எடுக்கப்பட்ட அமைச்சரவையின்

தீர்மானத்தை நடைமுறைப்படுத்தவும், இது தொடர்பில் சட்டமா அதிபருக்கு அறிவிக்கவும் அமைச்சரவை 2008 பெப்ரவரி 13 ஆம் திகதி தீர்மானித்திருந்தது (இணைப்பு 11).

## 5.2 அரசின் நேரடித் தலையீட்டுடன் கல்லோயா பெருந்தோட்ட (GOPL) கம்பனியை தாபித்தல்

5.2.1 மேலே 5.1.8 இல் குறிப்பிட்டுள்ள அமைச்சரவை உப குழு தீர்மானத்தின் பின்னர் அரசாங்கத்திற்கு 51 வீதமும், பிரவுன்ஸ் அன்ட் கோ மற்றும் லங்கா ஓரிக்ஸ் லீசிங் 49 வீதமும் உள்ளன. உரிமைகோரலாக தயாரிக்கப்பட்ட பங்குதாரர்களின் வரைவு ஒப்பந்தம் மற்றும் பிரவுன்ஸ் கம்பனி மற்றும் லங்கா ஓரிக்ஸ் லீசிங் கம்பனிக்கு சொந்தமான முகாமைத்துவ நிறுவனத்திற்கு கலோயா தோட்டக் கம்பனியின் நிர்வாகத்தை மாற்றுவதற்கான முகாமைத்துவ வரைவு ஒப்பந்தம் 2009 மார்ச் 06 ஆம் திகதியிட்ட குறிப்பாணை மூலம் (இணைப்பு 12) அமைச்சரவையின் ஒப்புதலுக்காக சமர்ப்பிக்கப்பட்டது.

5.2.2 அவ்வாறு சமர்ப்பிக்கப்பட்ட பங்குதாரர்களின் உடன்படிக்கையில் மற்றும் முகாமைத்துவ உடன்படிக்கையில் குறிப்பிடப்பட்டுள்ள பின்வரும் விடயங்கள் பிரதானமாக உள்ளடக்கப்பட்டிருந்தன.

- i. கல்லோயா பெருந்தோட்ட கம்பனியின் பெரும்பான்மையான 51 சதவீத பங்குகளை அரசாங்கத்திற்கு கையகப்படுத்துதல் மற்றும் மீதமுள்ள 49 சதவீத பங்குகளை பிரவுன்ஸ் அன்ட் கம்பனி, லங்கா ஓரிக்ஸ் லீசிங் கம்பனிக்கு மாற்றுதல்.
- ii. கல்லோயா பெருந்தோட்ட கம்பனியின் முகாமைத்துவம் முகாமைத்துவ உடன்படிக்கையின் மூலம் 10 வருட காலத்திற்கு முகாமைத்துவ நிறுவனத்திற்கு மாற்றுதல்
- iii. பிரதம மதிப்பீட்டாளரால் கல்லோயா பெருந்தோட்டக் கம்பனிக்கு மாற்றப்பட்ட அரசின் அசையும் சொத்தின் தற்போதைய சந்தை மதிப்பு மற்றும் குத்தகை அடிப்படையில் கல்லோயா பெருந்தோட்டக் கம்பனிக்கு வழங்கப்பட்ட அரசு சொத்துக்களின் மீது 30 வருடங்களாக கணக்கிடப்பட்ட வரியின் நிகர தற்போதைய மதிப்பு அரசாங்கத்தின் 51 சதவீத பங்குகளை பயன்படுத்துதல்.
- iv. கம்பனியின் பணிப்பாளர் சபை 5 அரசாங்கப் பிரதிநிதிகள் மற்றும் பிரவுன்ஸ் மற்றும் கம்பனி மற்றும் லங்கா ஓரிக்ஸ் லீசிங் கம்பனியின் 4 பிரதிநிதிகள் உள்ளடங்கியிருப்பதுடன், அரசாங்கத்தால் தலைவர் நியமனம் செய்யப்படுவார்.

v. கல்லோயா பெருந்தோட்டக் கம்பனியால் முகாமைத்துவ நிறுவனத்திற்கு நிர்வாகக் கட்டணமாக கல்லோயா பெருந்தோட்டக் கம்பனியின் வரிக்குப் பின்னரான இலாபத்தின் 2 சதவீதத்தை செலுத்துதல்.

5.2.3 அதன் பிராகரம், மேற்படி 5.2.1 இல் குறிப்பிடப்பட்டுள்ள 2009 மார்ச் 06 ஆந் திகதிய அமைச்சரவைக் விஞ்ஞாபனத்தில் கீழ்வரும் விடயங்கள் தொடர்பில் அங்கீகாரம் கோரப்பட்டிருந்ததுடன், அதற்காக 2009 மார்ச் 18 ஆந் திகதி அமைச்சரவை அங்கீகாரம் கிடைத்திருந்தது.

i. பங்காளர்களின் உடன்படிக்கையை நடைமுறைப்படுத்தல்.

ii முகாமைத்துவ உடன்படிக்கையை நடைமுறைப்படுத்தல்

iii ஹிங்குரானா சீனி கம்பனிக்கு (HISL) சொந்தமான ஹிங்குரானையில் அமைந்துள்ள தொழிற்சாலை, அலுவலகம், குடியிருப்புகள் மற்றும் ஏனைய கட்டிடங்களுடன் கூடிய 277.7539 ஹெக்டேர் பரப்பளவான காணியை 30 வருட காலத்திற்கு கல்லோயா பெருந்தோட்டக் கம்பனிக்கு குத்தகைக்கு வழங்குதல்.

iv. கல்லோயா பெருந்தோட்டக் கம்பனிக்கு மாற்றப்பட்ட அசையும் சொத்துக்களின் தலைமை அரசாங்க மதிப்பீட்டாளரால் மதிப்பிடப்பட்டுள்ள தற்போதைய சந்தை மதிப்பு ரூபா 222 மில்லியன் மற்றும் மேற்படி குத்தகை அடிப்படையில் கல்லோயா பெருந்தோட்டக் கம்பனிக்கு வழங்கப்பட்ட ஹிங்குரானா சீனி தொழிற்சாலைக்கு சொந்தமான அசையாத சொத்துக்களை 30 ஆண்டுகளாக தலைமை அரசாங்க மதிப்பீட்டாளரால் கணக்கிடப்பட்ட தற்போதைய நிகர மதிப்பான ரூபா 294 மில்லியன் உட்பட ரூபா 516 மில்லியன் அரசாங்கத்தின் பங்கான 51 சதவீதத்திற்காக ஈடுபடுத்தல்.

v. பங்காளர்களின் உடன்படிக்கையை அரசிற்காக கையொப்பமிடுவதற்காக பொது திறுசேரியின் செயலாளருக்கு அதிகாரத்தை ஒப்படைத்தல்.

5.2.4 அதன் பிராகரம், மேற்குறிப்பிடப்பட்டவாறு 51 சதவீத அரசு பங்களிப்பு மற்றும் எஞ்சிய 49 சதவீத பங்களிப்பான ரூபா 495 மில்லியன் பணம் Browns மற்றும் LOLC கம்பனி ஆகியவற்றால் காசாக முதலீடு செய்ய இணங்கி 2009 மார்ச் 18 ஆந் திகதி வழங்கப்பட்ட அங்கீகாரத்தின் அடிப்படையில் 2009 ஆகஸ்ட் 28 ஆந் திகதி அரசாங்கத்துடன் பங்குடமையாளர்களின் உடன்படிக்கை கைச்சாத்திடப்பட்டிருந்தது.

### 5.3 பங்குடமையாளர்களின் உடன்படிக்கை தொடர்பில் மற்றும் முகாமைத்துவ உடன்படிக்கை தொடர்பான அறிமுகம்

#### 5.3.1 பங்குடமையாளரின் உடன்படிக்கை (பின்னிணைப்பு 13)

5.3.1.1 2009 ஆகஸ்ட் 28ஆந் திகதி இலங்கை அரசாங்கம் (GOSL), லங்கா ஒரிக்ஸ் லீசிங் கம்பனி பீஎல்சீ (LOLC PLC), பிரவுன்ஸ் என்ட் கம்பனி பீஎல்சீ (Brown & Company PLC) மற்றும் கல்லோயா பிளான்டேஷனன் (பிரைவட்) லிமிடட் (GOPL) ஆகியவற்றுக்கு இடையில் இந்த பங்காளித்துவ ஒப்பந்தம் கைச்சாத்திடப்பட்டது. இங்கே LOLC மற்றும் Browns கூட்டாக “கூட்டாண்மை” (Consortium) என்று குறிப்பிடப்படுகின்றன.

5.3.1.2 சீனி, ஆல்கஹால், எத்தனால் (e-diesel) உற்பத்திக்கு ஹிங்குரான சர்க்கரை ஆலையை புத்துயிர் பெறச் செய்ய வேண்டும் ஹிங்குரானா சர்க்கரை நிறுவனத்தின் (HSIL) முன்னேற்றம், நடைமுறையில் உள்ள உள்ளூர் தொழில்துறை சராசரி மதிப்பு அடிப்படையிலான விலை சூத்திரத்தின்படி கரும்பு அறுவடையை கொள்முதல் செய்வதை உறுதி செய்தல், தற்போது சாகுபடி செய்யப்படும் பகுதிகளின் நிலைத்தன்மைக்காக தற்போதுள்ள நீர்ப்பாசன உள்கட்டமைப்பைப் பராமரித்தல் மற்றும் அரசாங்கத்தின் பங்கேற்புடன் ஒரு துணை உற்பத்தியாக மின்சாரம் உற்பத்தி செய்தல் LOLC மற்றும் Browns ஆகிய இரண்டு நிறுவனங்களுக்கும் முழுமையாகச் சொந்தமான முகாமைத்துவ நிறுவனத்துடன் ஒப்பந்தம் செய்ய GOPL க்கு அனுமதி வழங்குதல், ஒரு கூட்டாண்மை ஒப்பந்தத்தில் நுழைய திறைசேரி செயலாளருக்கு அரசாங்கத்தின் சார்பாக உடன்படிக்கைகளை மேற்கொள்ள அதிகாரமளித்தல் மற்றும் இலங்கை அரசாங்கம் (GOSL) 51 சதவீதம் மற்றும் தனியார் பங்காளித்துவம் 49 சதவீத முதலீட்டிற்கு சாட்சியமளித்து இந்த உடன்பாடு எட்டப்பட்டது.

5.3.1.3 இந்த உடன்படிக்கையில் உள்ளடக்கப்பட்டுள்ள சில பிரிவுகள் பின்வருமாறு.

- பிரிவு 2.2 – பணிப்பாளர் சபைக்கு பொறுப்பால் கடப்பட்டுள்ள, எல்லா சந்தர்ப்பங்களிலும் பணிப்பாளர் சபையின் மேல்கை மற்றும் கட்டுப்பாட்டின் கீழ் செயற்படும் பிரதம நிறைவேற்று உத்தியோகத்தர் (CEO) ஒருவர் நியமிக்கப்பட வேண்டும்.
- பிரிவு 3.1 – GOPL இன் பணிப்பாளர் சபையில் 5 இற்கும் குறையாத மற்றும் 9 இற்கும் மேற்பட்டாத பணிப்பாளர்கள் இருக்க வேண்டும்.
- பிரிவு 3.2 - பணிப்பாளர் சபையில் ஐந்து (05) உறுப்பினர்கள் அரசாங்கத்தால் பரிந்துரைக்கப்படலாம் மற்றும் நான்கு (04) பேர் கூட்டாண்மை மூலம் பரிந்துரைக்கப்படலாம், மேலும் அரசாங்கத்தால் பரிந்துரைக்கப்பட்ட ஐந்து நபர்களில் ஒருவர் கம்பனியின் தலைவராக இருக்க வேண்டும்.

- பிரிவு 4.1 - இந்த பணிப்பாளர்கள் குழு ஆகக் குறைந்தது மாதம் ஒருமுறையாவது கூட வேண்டும்
- பிரிவு 4.2 - அதன் உள்ளடக்கம் அரசாங்கத்தின் மூன்று (03) பணிப்பாளர்கள் மற்றும் இரண்டு (02) பங்காளர்கள் உட்பட குறைந்தது ஐந்து (05) பணிப்பாளர்கள் இருக்க வேண்டும்.
- பிரிவு 5.1 - இந்த நிறுவனத்தில் (GOPL) வணிகம் தொடர்பான முகாமைத்துவ நடவடிக்கைகள், LOLC மற்றும் Browns கூட்டாண்மை மூலம் முழுமையாகச் சொந்தமான Gal Oya Holdings (Pvt) Ltd கம்பனிக்கு வழங்கி, நிர்வாக ஒப்பந்தம் எட்டப்பட வேண்டும் மற்றும் அதன் செல்லுபடியாகும் காலம் 10 ஆண்டுகள் மற்றும் அந்த காலம் கட்சிகளின் பரஸ்பர உடன்படிக்கை மூலம் நீட்டிக்கப்படலாம்
- பிரிவு 6.1.1 - இந்த கூட்டாண்மை ஒப்பந்தத்தின் விதிகளுக்கு இணங்குவதை உறுதி செய்வதற்காக அனைத்து தரப்பினரும் கம்பனியின் அகவிதிகளை திருத்த ஒப்புக்கொள்கிறார்கள் என்பது.
- பிரிவு 7.1.1 - ஹிங்குரான சீனிக் கம்பனி (HSIL) அரசாங்கத்தின் தலைமை மதிப்பீட்டாளரின் அசையும் சொத்துக்களின் மதிப்பிடப்பட்ட பெறுமதிக்கு GOPL க்கு ஒப்படைத்தல்.
- பிரிவு 7.1.2 - அசையாத சொத்துக்களை அரசின் பிரதம மதிப்பீட்டாளரால் மதிப்பீடு செய்யப்படும் பெறுமதிக்கு 30 வருட காலத்திற்கு குத்தகை அடிப்படையில் வழங்குதல்.
- பிரிவு 7.1.3 - HSIL வைத்திருக்கும் அனைத்து இயக்க உரிமங்களும் அனுமதிகளும் நிறுவனத்திற்கு மாற்றப்பட வேண்டும்.
- பிரிவு 7.2 - LOLC மற்றும் Browns கம்பனியின் பின்வரும் விடயங்களை ஏற்க வேண்டும்.
  - 7.2.1. - முகாமைத்துவ ஒப்பந்தம் செல்லுபடியாகும் காலம் வரை கம்பனியின் முழு உரிமையும் LOLC மற்றும் Browns கம்பனிகளுக்கிடையே வைத்திருக்க வேண்டும்.
  - 7.2.2 - நிர்வாக கம்பனியின் பங்குகளை நேரடியாகவோ அல்லது மறைமுகமாகவோ விற்பனை செய்தல், உரிமையை மாற்றுதல், உரிமையை மாற்றுதல் அல்லது அந்த பங்குகள் அல்லது பங்குகளின் நன்மை அல்லது அவர்களின் பங்குகளில் வாக்களிக்கும் உரிமை அல்லது சர்ச்சையை உருவாக்க கூடாது.
  - 7.2.3 - 7.1.1 பிரிவின் பிரகாரம், கம்பனிக்கு ஒதுக்கப்பட்ட அசையும் சொத்தின் மீது சர்ச்சையை உருவாக்கும் எந்தவொரு திட்டத்தையும் ஆதரிக்காது இருத்தல்.

- 7.2.4 - 7.1.2 பிரிவுகள், நிறுவனத்திற்கு குத்தகைக்கு விடப்பட்ட HSIL க்கு சொந்தமான நிலங்கள் மீது சர்ச்சையை உருவாக்கும் எந்தவொரு திட்டத்தையும் ஆதரிக்காது இருத்தல்.
- 7.2.5 - இலங்கை அரசாங்கத்தின் (GOSL) வாக்களிக்கும் உரிமையைக் குறைக்க நேரடியாகவோ அல்லது மறைமுகமாகவோ எந்த நடவடிக்கையும் எடுக்கலாகாது.
- 7.2.6 - அரசாங்கத்தால் பரிந்துரைக்கப்பட்ட ஒருவர் முகாமைத்துவ நிறுவனத்தின் இயக்குநராக நியமிக்கப்பட வேண்டும். அரசாங்கத்தால் அந்த நபரிடம் எழுத்துப்பூர்வ கோரிக்கை வைப்பதன் மூலம் பணிநீக்கம் செய்யப்படுவதைத் தவிர, அவர் தனது பதவிக்காலம் வரை முகாமைத்துவ நிறுவனத்தின் இயக்குநராகக் கருதப்படுவார். முகாமைத்துவ நிறுவனத்தின் இயக்குநராக நியமிக்க மற்றொரு நபரை பரிந்துரைக்க அரசாங்கத்திற்கு உரிமை உண்டு, அந்த நபர் முகாமைத்துவ நிறுவனத்தின் இயக்குநராக நியமிக்கப்பட வேண்டும்.
- பிரிவு 11.1.1 - 7.1.1 மற்றும் 7.1.2 இன் படி சொத்துகளை மாற்றுதல் மற்றும் குத்தகைக்கு எடுத்தவுடன், நிறுவனம் உடனடியாக அரசாங்கத்திற்கு 51 சதவீத வருமானத்துடன் ஒரு பங்கு வெளியீட்டை மேற்கொள்ள வேண்டும் என்பதும், மேலும் அந்த 51 உரித்தின் உத்தரவாதமானது அசையும் சொத்தின் தற்போதைய சந்தை மதிப்பின் 7.1.1 இன் படி மாற்றப்படும். மற்றும் 7.1.2 வரி அடிப்படையில் கொடுக்கப்பட வேண்டும் 30 ஆண்டுகளுக்கு அசையாச் சொத்துக்களிடல் செலுத்த வேண்டிய எதிர்கால வரி தவணைகளின் நிகர தற்போதைய மதிப்பின் கூட்டுத்தொகையாக இருக்க வேண்டும்.
- பிரிவு 11.1.2 - பிரிவு 11.1.1 இன் படி அரசாங்கத்திற்கு பங்கு வெளியீடு செய்யப்பட்டவுடன், உரிமைக்குத் தேவையான 49 சதவீத பங்குகள் கூட்டாண்மைக்கு ஒதுக்கப்பட வேண்டும், மேலும் கூட்டாண்மை உடனடியாக அதற்குரிய விகிதத்தில் பணத்தைக் கொண்டு வர வேண்டும்.
- பிரிவு 11.2.1 - கூட்டாண்மைக்குச் சொந்தமான பங்குகள் 11.2.2 மற்றும் 11.4 இன் விதிகளுக்கு உட்பட்டு நேரடியாகவோ அல்லது மறைமுகமாகவோ விற்கப்படவோ, மாற்றவோ, மாற்றவோ அல்லது பிணை வைக்கவோ முடியாது.
- பிரிவு 18.1.1 - இந்த ஒப்பந்தம் 10 ஆண்டுகளுக்கு மட்டுமே செல்லுபடியாகும் மற்றும் கட்சிகளின் பரஸ்பர எழுத்து ஒப்பந்தத்திற்கு உட்பட்டு அதிகபட்சமாக 20 ஆண்டுகளுக்கு நீட்டிக்கப்படலாம்.
- பிரிவு 18.2.1 - LOLC / Browns நிறுவனங்களின் மூடப்படும் நிலைக்கு உள்ளாகும் போது, முகாமைத்துவ நிறுவனத்தின் மூடப்படும் நிலைக்கு உள்ளாகும் போது, கூட்டாண்மை மூலம் ஒப்பந்தத்தின் விதிமுறைகள் மற்றும் / அல்லது கடமைகளை மீறுதல், நிர்வாகத்தின் நிர்வாக ஒப்பந்தம் / விதிமுறைகள் / நிபந்தனைகளை மீறும் போது மீளாய்வாண்டின் தொடக்கத்தில் குறைந்தபட்சம் தற்போதைய திறைசேரி உண்டியல் விகிதத்திற்கு சமனான செலுத்த வேண்டிய வருடாந்திர வரிக்கு உட்பட்ட இலாபம்



கிடைக்காத பட்சத்தில், இந்த பங்குதாரர்களின் ஒப்பந்தங்களை அரசாங்கம் இரத்துச் செய்யலாம்.

5.3.1.4 ஒப்பந்ததாரரின் உடன்படிக்கை 2019 ஆகஸ்ட் 28 ஆந் திகதி நிறைவடையவிருந்ததுடன், அத்திகதியில் உள்ளபடியாக சுமார் 05 வருடங்களுக்கு மேற்பட்ட காலம் உள்ள போது, உடன்படிக்கை காலத்தினை 2029 ஆகஸ்ட் 27ஆந் திகதி வரையிலும் மேலும் 10 வருடங்களால் நீடிக்க தீர்மானிக்கப்பட்டதாக பொது முயற்சிகள் திணைக்களத்தின் பணிப்பாளர் நாயகத்தின் PE/PL/GOP/GEN/2014 ஆம் இலக்க மற்றும் 2014 யூன் 25 ஆந் திகதிய கதத்தின் மூலம் அறிவிக்கப்பட்டிருந்தது. (இணைப்பு 14)

### 5.3.2 முகாமைத்துவ உடன்படிக்கை (இணைப்பு 15)

5.3.2.1 2010 ஏப்ரல் 26 ஆந் திகதி வ/ப கல்லோயா பிளான்டேஷன் (பிரைவேட்) லிமிடெட் மூலம் கல்லோயா ஹோல்டிங்ஸ் பிஎல்சி உடன் கீழ்க்கண்ட முக்கிய விடயங்கள் உள்ளடக்கப்பட்டு நிர்வாக உடன்பாடு எட்டப்பட்டிருந்தது.

- பிரிவு 2.1 - இந்த ஒப்பந்தத்தில் செல்லுபடியாகும் காலம் ஒப்பந்தம் தொடங்கப்பட்ட நாளிலிருந்து 10 வருடங்கள் மற்றும் கட்சிகளின் பரஸ்பர எழுத்துப்பூர்வ ஒப்பந்தத்தின் பேரில் அந்தக் காலம் நீட்டிக்கப்படலாம் என்று குறிப்பிடப்பட்டுள்ளது.
- பிரிவு 3.1 - 2008 பிப்ரவரி 28 திகதிய GOPL பணிப்பாளர் குழுவின் முடிவு மூலம் GOPL ஐ நிர்வகிக்க GOHL க்கு வழங்க மற்றும் இந்த முகாமைத்துவ ஒப்பந்தத்தில் நுழைவதற்கான ஒப்புதலை வழங்குதல்.
- பிரிவு 4.1 - வருடாந்திர விரிவான பாதீட்டை தயாரித்து, ஒவ்வொரு ஆண்டும் ஜனவரி 31 ஆம் தேதிக்கு முன் GOPL க்கு சமர்ப்பிக்கவும், அந்த எதிர்வுகூறலின் பிரகாரம் உற்பத்தியை அதிகப்படுத்துதல் மற்றும் புத்துயிர் அளித்தல் நடவடிக்கைகளை மேற்கொள்ளல், அசையாச் சொத்துக்கள் GOPL க்கு மாற்றப்பட்ட இரண்டு ஆண்டுகளுக்குள் வணிக நடவடிக்கைகளின் தொடக்கத்தை உறுதி செய்தல், தற்போதுள்ள உள்ளூர் தொழில்துறையானது சராசரி மதிப்பு அடிப்படையிலான விலை சூத்திரத்தின்படி கரும்பு அறுவடையை வாங்குவதை உறுதி செய்தல் GOPL கணக்கியல், சட்ட, நிர்வாக ஆவணங்கள் உட்பட அனைத்து நிர்வாக நடவடிக்கைகளையும் மேற்கொள்வது, தொடர்புடைய நிதியாண்டின் தொடக்கத்தில் இருக்கும் திறைசேரி உண்டியல் விகிதத்திற்கு சமனானதிறைசேரியின் ஆகக் குறைந்த ஈவுத்தொகையையாவது இரசாங்கத்திற்கு வழங்கக்கூடிய வகையிலான வருடாந்த வரிக்கு பின்னரான இலாபத்தினை GOPL ஆனது ஒவ்வொரு நிதியாண்டின் முடிவிலும் பெறுவதை உறுதிசெய்தல், முகாமைத்துவ நிறுவனத்தின் பணிப்பாளராக இலங்கை அரசாங்கத்தை பிரதிநிதித்துவப்படுத்தும் பணிப்பாளர் ஒருவரை நியமித்தல்
- பிரிவு 7.4.1 - அனைத்து GOPL கம்பனியின் ஊழியர்களும் எல்லா சந்தர்ப்பங்களிலும் GOPL ஊழியர்களாக இருக்க வேண்டும்

- பிரிவு 7.4.2 - GOPL இன் மனித வள முகாமைத்துவ தொடர்பான அனைத்து நடவடிக்கைகளையும் மேற்கொள்ள முகாமைத்துவ நிறுவனத்திற்கு அதிகாரம் இருக்க வேண்டும் மற்றும் அனைத்து செலவுகளும் இயக்க செலவுகளாக வேண்டும் மற்றும் நிறைவேற்று / முகாமைத்துவ அதிகாரிகளை பணியமர்த்தல் மற்றும் நீக்குதல் பணிப்பாளர்கள் குழுவின் எழுத்துப்பூர்வ ஒப்புதலுடன் மட்டுமே செய்யப்பட வேண்டும்
- 7.4.3 பிரிவு - GOPL ஊழியர்களின் சம்பளம் மற்றும் படிகள் மற்றும் அவர்களுடன் தொடர்புடைய அனைத்து செலவுகளும் இயக்க செலவுகளாக இருக்க வேண்டும்.
- பிரிவு 8.1 - GOPL முகவர்கள் மற்றும் நிர்வாக நிறுவனத்திற்கு இடையே GOPL வணிக விடயங்களை விவாதிக்க குறைந்தபட்சம் ஒரு மாதத்திற்கு ஒரு முறை கூட்டங்கள் நடத்தப்பட வேண்டும்.
- பிரிவு 9.1 - முகாமைத்துவ நிறுவனத்தால் GOPL க்கு வசூலிக்கப்பட வேண்டிய கணக்கிலிருந்து செலுத்த வேண்டிய VAT உட்பட அனைத்துத் அனைத்து இயக்கச் செலவுகளும் மேலும் வணிக நடவடிக்கைகளின் மூலம் கிடைக்கும் அனைத்து வருமானமும் மற்றும் முதலீடு செய்யப்பட்ட அனைத்து பணமும் செயல்பாட்டு மூலதனமாக கணக்கிடப்படும் ஒரு கணக்கு GOPL கம்பனிக்காக சார்பாக செயல்படும் கணக்காக அரசுக்கு சொந்தமான வங்கியில் GOPL நிறுவனத்தின் பெயரில் ஒரு கணக்கைத் திறந்து அதன் மூலம் பணப் பரிவர்த்தனைகளை மேற்கொள்ளல்.
- பிரிவு 9.2 - ஒப்பந்தக் காலத்தில் செயற்பாட்டுக் கணக்குகள் தொடர்பான அனைத்து நடவடிக்கைகளையும் மேற்கொள்ள முகாமைத்துவ நிறுவனத்திற்கு முழு உரிமை உண்டு மற்றும் காசோலைகளில் கையொப்பமிடுவதற்கு அதிகாரிகளை பரிந்துரைக்க முகாமைத்துவ நிறுவனத்திற்கு இருக்க வேண்டிய மற்றும் முகாமைத்துவ நிறுவனத்தால் செயற்பாட்டுக் கணக்கு சரியாகச் செயல்படுவதை உறுதிசெய்ய பொருத்தமான கட்டுப்பாடுகளை மேற்கொள்ள வேண்டும். பிரிவு 19 இல் கூறப்பட்டுள்ளவாறு, இந்த ஒப்பந்தத்தின் முடிவில், இந்த செயற்பாட்டுக் கணக்கை செயல்படுத்துவதற்கான உரிமையும் இரத்தாகும் என்பது.
- பிரிவு 11.1 - கணக்கியல் கொள்கைகளுக்கு இணங்க வணிகம் தொடர்பான விளைவுகளை பிரதிபலிக்கும் வகையில் முழுமையான மற்றும் துல்லியமான கணக்கியல் பதிவுகள் மற்றும் பொருத்தமான பதிவுகளை முகாமைத்துவ நிறுவனம் பராமரிக்க வேண்டும்.
- பிரிவு 11.2 - முகாமைத்துவ நிறுவனத்தினால் வணிகத்தின் முந்தைய மாதத்திற்கான தேறிய வருமானம் மற்றும் தேறிய செயற்பாட்டு இலாபம் மற்றும் இலாப நட்ட அறிக்கை பற்றிய மாதாந்திர அறிக்கையைத் தயாரித்து நிறுவனத்திடம் சமர்ப்பிக்க வேண்டும். GOPL மூலம் கேள்வி எழுப்பப்பட்டால், 14 நாட்களுக்குள் பதிலளிக்க நடவடிக்கை எடுக்க வேண்டும்.
- பிரிவு 11.3 - ஒவ்வொரு நிதியாண்டின் முடிவிலும் வரைபு நிதிக்கூற்றுக்களை கணக்காய்வுக்கு சமர்ப்பித்தல்.

- பிரிவு 12 - GOPL இன் வருடாந்திர பாதீட்டை தயாரித்து ஒவ்வொரு ஆண்டும் ஜனவரி 31 அல்லது அதற்கு முன் GOPL க்கு சமர்ப்பிக்கவும்.
- பிரிவு 19.1.1 - இந்தப் பிரிவின் கீழ் GOPL ஆல் நிர்வாக ஒப்பந்தம் நிறுத்தப்படும் சந்தர்ப்பங்களிடையே, ஆகக் குறைந்ததாக கருதப்படும் கணக்காண்டின் ஆரம்பத்தில் உள்ள திறைசேரி உண்டியல் விகிதத்திற்கு சமமாக வரிக்கு பின்னரான இலாபம் நிறுவனத்திற்கு கிடைக்காத சந்தர்ப்பத்தில் முகாமைத்துவ நிறுவனத்தால் ஒப்பந்தத்தின் விதிமுறைகள் மற்றும் நிபந்தனைகளை மீறுதல், முகாமைத்துவ நிறுவனத்தினால் ஒப்பந்தக் கடமைகளை மீறுதல், LOLC மற்றும் Browns கம்பனிகள் மூலம் பங்கு ஒப்பந்தத்தில் குறிப்பிடப்பட்டுள்ள கடமைகளை மீறுதல், ஸ்தாபன வளாகத்தில் குத்தகை ஒப்பந்தத்தை முடிவுறுத்தல், பங்கு ஒப்பந்தம் முடிவடைவது போன்ற நிகழ்வுகள் குறிப்பிடப்பட்டிருந்தன.
- பிரிவு 24.1 - எந்தவொரு தரப்பினரும் இந்த ஒப்பந்தத்தின் கீழ் உள்ள உரிமைகள் அல்லது கடமைகளை மற்ற தரப்பினரின் எழுத்துப்பூர்வ அனுமதியின்றி எந்தவொரு மூன்றாம் தரப்பினருக்கும் மாற்றக்கூடாது என்பது.

5.3.2.2 முகாமைத்துவ ஒப்பந்தம் 2020 ஏப்ரல் 25ஆம் தேதியுடன் காலாவதியாவதற்கு, அதாவது 05 வருடங்கள் 10 மாதங்களுக்கு அதிகமான காலம் இருக்கும் போது, ஒப்பந்தக் காலம் 2030 ஏப்ரல் 25 ஆந் திகதி வரையிலும் மேலும் 10 அருடங்களால் நீடிப்பு செய்ய நிதி மற்றும் கொள்கைத் திட்டமிடல் அமைச்சினால் தீர்மானிக்கப்பட்டுள்ளதாக பொது முயற்சிகள் திணைக்களத்தின் பணிப்பாளர் நாயகத்தின் PE/PL/GOP/GEN/2014 ஆம் இலக்க மற்றும் 2014 ஜூலை 31 தேதியிட்ட கடிதம் மூலம் தெரிவிக்கப்பட்டிருந்தது. (பின்னிணைப்பு 16)

### 5.3.3 GOPL கம்பனியின் பங்கு மூலதனம்

5.3.3.1 2010 ஜூலை 16 ஆந் திகதி பங்கு வெளியீட்டைச் செய்து மேற்கூறிய மூன்று தரப்பினர் தவிர்ந்து பின்வருமாறு, அரசுக்கு 51 சதவீதமும், 49 சதவீதம் தனியாருக்கும் வழங்கப்படும் வகையில் இரண்டு நிறுவனங்கள் மற்றும் இரண்டு தனிநபர்களுக்கு பங்குகள் வழங்கப்பட்டதாக கம்பனிகள் பதிவாளரிடம் சமர்ப்பிக்கப்பட்ட அறிக்கைகளின்படி வெளிப்படுத்தப்பட்டது.

**அட்டவணை இலக்கம் 03 – GOPL கம்பனி அரசு கம்பனியொன்றாக மாறிய பின்னர் பங்கு உரித்தினை பெற்ற விதம்**

பங்குடமையாளர்கள்	பங்குகளின் எண்ணிக்கை	பெறுமதி ரூபா	சதவீதம் %
பங்குதாரர் A	01	10.00	
பங்குதாரர் B	01	10.00	
Galoya Holding (Pvt) Ltd	01	10.00	
திறைசேரியின் செயலாளர்	51,600,000	516,000,000	51

LOLC PLC	22,309,412	223,094,120	22
Browns PLC	22,309,412	223,094,120	22
பங்குதாரர் C	2,478,823	24,788,230	2.5
பங்குதாரர் D	2,478,823	24,788,230	2.5
<b>மொத்தம்</b>	<b>101,176,473</b>	<b>1,011,764,730</b>	

5.3.3.2 அதன் பிரகாரம், அந்த கம்பனியின் பங்குதாரர்களின் பங்கு உரித்து 2006 ஆம் ஆண்டு முதல் 2010, 2014 மற்றும் 2015ஆம் ஆண்டுகளின் போது மாற்றமடைந்திருந்தது. அந்த மாற்றம் பின்வரும் அட்டவணை இலக்கம் 04 இல் காணப்படுகின்றது.

**அட்டவணை இலக்கம் 04 – கம்பனியின் பங்குதாரர்களின் பங்கு உரித்திலான மாற்றம்**

பங்குதாரர்கள்	பங்குதாரர்களின் பங்குகளின் உரித்திலான மாற்றம்			
	2006	2010	2014	2015
பங்குதாரர் A	01	01	பங்குதாரர் B இற்கு மாற்றப்பட்டுள்ளது	
பங்குதாரர் B	01	01	02	02
GOHL கம்பனி	01	01	01	01
திறைசேரியின் செயலாளர்		51,600,000	51,600,000	51,600,000
LOLC கம்பனி		22,309,412	22,309,412	27,267,058
Browns கம்பனி		22,309,412	22,309,412	22,309,412
பங்குதாரர் C		2,478,823	2,478,823	LOLC இற்கு மாற்றப்பட்டுள்ளது
பங்குதாரர் D		2,478,823	2,478,823	LOLC இற்கு மாற்றப்பட்டுள்ளது

5.3.3.3 பங்குதாரர் A யின் பங்கு 2014 ஆம் ஆண்டில் பங்குதாரர் B க்கு மாற்றப்பட்டது. இதன்படி, பங்குதாரர் B க்கு அதன் பின்னர் 02 பங்குகளுக்கு உரிமை உண்டு.

5.3.3.4 பங்குதாரர் C மற்றும் பங்குதாரர் D ஆகியோருக்கு உரித்தாகவிருந்த ஒருவருக்கு 2,478,823 படியான 4,957,646 பங்குகளின் உரிமை 2015 இல் LOLC கம்பனிக்கு மாற்றப்பட்டிருந்தது.

#### 5.4 GOPL கம்பனியை அரசு கம்பனியாக மாற்றியமையால் ஏற்பட்ட நிலைமைகள்

5.4.1 மேலே உள்ள பந்தி 5.3.3 இல் குறிப்பிடப்பட்டுள்ள பங்குகளை வெளியிடுவதற்கு முன் 2007 அக்டோபர் 15, மற்றும் 2010 மார்ச் 31 இற்கு இடையில் Browns மற்றும் LOLC கம்பனிகள் மூலம் பின்வருமாறு ரூபா 477,006,722 பின்வருமாறு GOPL சார்பாக ஈடுபடுத்தப்பட்டது, அந்த தொகைக்காக 2007 அக்டோபர் 15, முதல் 2010 மே 08 வரையிலான காலத்திற்கு ஆண்டுக்கு 28 சதவீத வட்டி விகிதத்தில் ரூபா 312,448,422 இரண்டு நிறுவனங்களுக்கும் செலுத்த வேண்டும என GOPL இன் நிர்வாகம் கணக்காய்வுக்கு அறிவித்தது.

அட்டவணை இலக்கம் 05 – Browns மற்றும் LOLC கம்பனி GOPL இன் பணிகளுக்காக நிதி ஈடுபடுத்தல் (2007-2010)

தரப்பினர்	2007 ஒக்டோபர் 15 முதல் 2010 மார்ச் 31ஆந் திகதி வரையிலும் ஈடுபடுத்திய தொகை ரூபா	2007 ஒக்டோபர் 15 முதல் 2010 மே 07 வரையிலுமான வட்டி ரூபா	மொத்தம் ரூபா
Browns	221,799,724	144,460,181	366,259,905
LOLC	255,206,998	167,988,241	423,195,239
<b>மொத்தம்</b>	<b>477,006,722</b>	<b>312,448,422</b>	<b>789,455,144</b>

5.4.2 இரண்டு நிறுவனங்களிடமிருந்து வசூலிக்கப்பட வேண்டியதாக மேற்படி வட்டியான ரூபா 312,448,422 இல் ரூபா 18,757,978 தொகை பங்கு மூலதனமாக முதலீடு செய்யப்பட்டு எஞ்சிய ரூபா 293,690,444 ஆன பெறுமதி Browns மற்றும் LOLC கம்பனிகளிடமிருந்து 24 சதவீத ஆண்டு வட்டி வீதத்தின் அடிப்படையில் மாதாந்திர வட்டி செலுத்துதலின் அடிப்படையில் பெற்ற கடனாக மாற்றப்பட்டு GOPL நிறுவனத்தின் கணக்குகளில் உள்ளடக்கப்பட்டிருந்தது.

5.4.3 இதற்காக, 2010 ஜூலை 10 ஆந் திகதி GOPL பணிப்பாளர்கள் குழுவால் அங்கீகரிக்கப்பட்டது பொது முயற்சிகள் திணைக்களத்தின் பணிப்பாளர் நாயகத்திடம் இருந்து 2010 ஜூலை 07 தேதியிட்ட கடிதம் மூலம் “பங்குதாரர்களின் ஒப்பந்தத்தை கைச்சாத்திடுவதற்கு முன் GOPL இல் Browns மற்றும் LOLC கம்பனிகள் செய்த முதலீடுகளை கடன் மூலதனமாகக் கருதுவதில் திறைசேரிக்கு எந்த ஆட்சேபனையும் இல்லை” என பணிப்பாளர்கள் குழு கூட்டத்தின் அறிக்கையில் கூறப்பட்டுள்ளது (இணைப்பு 17).

5.4.4 அவ்வாறு, கடன் தொகையாக கருதப்பட்ட ரூபா 293,690,444 ஆன வட்டிப் பெறுமதி (Browns கம்பனிக்கு ரூபா 118,377,555 மற்றும் LOLC கம்பனிக்கு ரூபா 175,312,889 ஆக) இற்காக 2014 மார்ச் 31ஆந் திகதி வரையிலும் பின்வருமாறு ரூபா 440,667,389 ஆக வட்டி கணிப்பிடப்பட்டிருந்தது.

**அட்டவணை இலக்கம் - 06**

**Browns மற்றும் LOLC கம்பனிக்கு வழங்கப்பட்ட கடன் தொகைக்காக அறவிடப்பட வேண்டிய வட்டித் தொகை**

ஆண்டு	LOLC	Browns	மொத்தம்
	ரூபா	ரூபா	ரூபா
2010/11	41,701,532	28,158,371	69,859,903
2011/12	58,212,338	39,367,060	97,579,398
2012/13	73,827,320	49,850,856	123,678,176
2013/14	89,306,774	60,303,139	149,609,913
<b>மொத்தம்</b>	<b>263,047,964</b>	<b>177,619,426</b>	<b>440,667,389</b>

5.4.5 GOPL இன் செயல்பாட்டு மூலதனத் தேவைகளுக்கு நிதி முன்பணத்தை வழங்கும் நோக்கில் GOHL கம்பனி மூலம் 2010 ஏப்ரல் 07 ஆந் திகதி Browns மற்றும் LOLC ஆகிய இரண்டு நிறுவனங்களுடன் (கடனாக மாற்றப்பட்ட ரூபா 293,690,444 உட்பட) 2007 அக்டோபர் 01 முதல் 2012 அக்டோபர் 31 வரையிலான ஐந்து ஆண்டுகளுக்கு அதிகபட்ச கடன் வரம்பு ரூபா 500 மில்லியன் படியாக பெற்றுக்கொள்வதற்கான) இரண்டு தனித்தனி கடன் ஒப்பந்தங்கள் கைச்சாத்திடப்பட்டிருந்தன. (இணைப்பு 18 மற்றும் 19).

5.4.6 அதன்படி Browns நிறுவனத்துடன் இணைந்து உருவாக்கப்பட்ட 2010 ஏப்ரல் 07 தேதியிட்ட ஒப்பந்தம் அடிப்படையில் Browns நிறுவனத்திற்கு செலுத்த வேண்டும் என்று குறிப்பிடப்பட்டுள்ள ரூபா 118,377,555 பெறுமதியும் உள்ளடங்காக 2020 மார்ச் 31 நிலவரப்படி, பின்வருமாறு ரூபா 335,877,555 ஆன கடன்/மீளமைக்கப்பட்ட கடன் வழங்கப்பட்டுள்ளதாகவும், அதற்கு வட்டியாக ரூபா 1,014,897,476 செலுத்த வேண்டும் என்றும் கணக்குகளில் குறிப்பிடப்பட்டிருந்தது.

அட்டவணை இலக்கம் 07 – Browns கம்பனிக்கு அறவிடப்பட வேண்டியதாக குறிப்பிடப்பட்ட வருடாந்த வட்டி

ஆண்டு	தொகை	வருடாந்த வட்டி	வட்டி வீதம்
	ரூபா	ரூபா	%
2010/11	118,377,555	28,158,371	24
2011/12	100,000,000	42,426,429	24
2012/13	117,500,000	92,355,059	24
2013/14		127,624,275	21
2014/15		125,229,719	18
2015/16		101,665,177	18
2016/17		117,353,256	18
2017/18		111,632,714	18
2018/19		133,349,133	18
2019/20		135,103,343	18
<b>மொத்தம்</b>	<b>335,877,555</b>	<b>1,014,897,476</b>	

5.4.7 மேலும், 2010 ஏப்ரல் 07 ஆந் திகதி அன்று LOLC உடன் செய்துகொண்ட ஒப்பந்தத்தின் அடிப்படையில் LOLC கம்பனிக்கு அறவிடப்பட வேண்டியதாக குறிப்பிடப்பட்டுள்ள ரூபா 175,312,889 மதிப்பும் உட்பட 2020 மார்ச் 31 நிலவரப்படி, பின்வருமாறு ரூபா 338,838,042 கடன்கள்/மீள்கட்டமைக்கப்பட்ட கடன்கள் வழங்கப்பட்டுள்ளதாகவும், ஆரம்ப சந்தர்ப்பத்தில் கடனாக மூலதனமாக்கப்பட்ட 175,312,889 தொகையில் ரூபா 94,128,972 தொகை LOLC கம்பனிக்கு செலுத்தப்பட்டுள்ளதாகவும் கணக்குகளில் தெரிவிக்கப்பட்டுள்ளது. மேலும், மாதந்தோறும் கூட்டு வட்டி முறையில் வட்டியைக் கணக்கிட்டு ரூபா 768,733,615 தொகை கடன் வட்டியாகக் கணக்கு வைக்கப்பட்டிருந்தது.

அட்டவணை இலக்கம் 08 – LOLC கம்பனிக்கு அறவிடப்பட வேண்டியதாக குறிப்பிடப்பட்ட வருடாந்த வட்டி

கணக்காண் டு	பெற்றுக்கொண்ட தொகை	மீள செலுத்தல்கள்	வருடாந்த வட்டி	வட்டி வீதம்
	ரூபா	ரூபா	ரூபா	%
2010/11	175,312,889		41,701,532	24
2011/12	50,000,000		59,440,958	24

2012/13	77,500,000		95,335,210	24
2013/14	25,000,000		129,831,217	21
2014/15			130,707,003	18
2015/16		94,128,972	54,685,062	18
2016/17			56,194,327	18
2017/18			57,599,598	18
2018/19			67,418,446	18
2019/20	11,025,153		75,860,263	18
<b>மொத்தம்</b>	<b>338,838,042</b>	<b>94,128,972</b>	<b>768,733,615</b>	

## 5.5 GOPL கம்பனியின் செயற்பாட்டு மீளாய்வு

5.5.1 GOPL கம்பனியின் 2009/10 முதல் 2019/20 வரையிலான நிதியாண்டுகளுக்கான நிதிக்கூற்றுக்களின் பொழிப்புகளுக்கமைய பின்வரும் விடயங்கள் வெளிப்படுத்தப்பட்டன. (பின்னிணைப்பு 20)

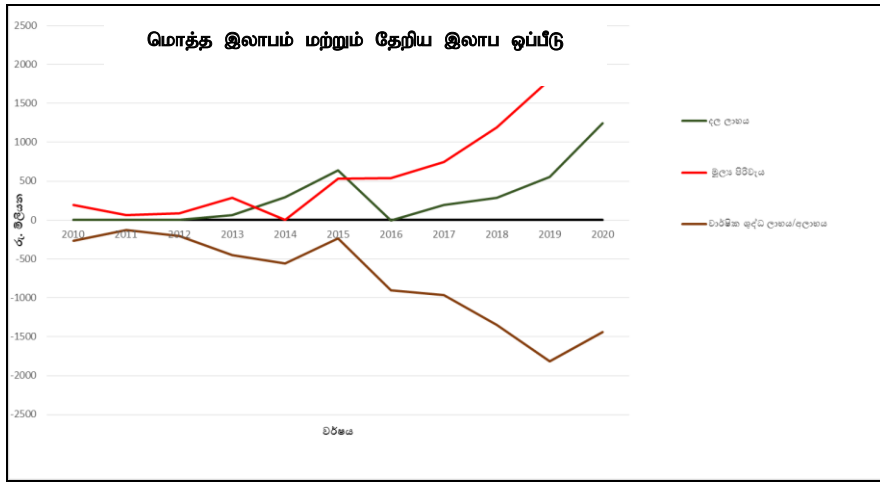
அட்டவணை இலக்கம் 09 – 2009 மார்ச் 31ஆந் திகதி முதல் 2020 மார்ச் 31ஆந் திகதி வரையிலுமான கணக்காண்டுகளின் வருமானக்கூற்றுக்களின் பொழிப்பு

ஆண்டு	மொத்த இலாபம்	நிர்வாக செலவினம்	நிதிச் செலவினம்	வருடாந்த தேறிய இலாபம் / (நட்டம்)	வருடாந்த தேறிய நட்டத்தில் நிதிக் கிரயம் சதவீதமாக (%)
	ரூபா	ரூபா	ரூபா	ரூபா (வரிக்கு பின்னரான)	
2009/10	-	57,256,629	194,908,300	(267,605,793)	73
2010/11	-	75,165,481	65,713,040	(124,369,851)	53
2011/12	-	143,483,339	87,555,572	(200,956,257)	44
2012/13	61,936,711	250,411,088	289,376,744	(453,744,708)	64
2013/14	297,152,260	391,963,154	496,285,323	(556,840,944)	89



2014/15	641,048,549	399,316,823	529,945,560	(234,802,826)	226
2015/16	(8,483,829)	409,894,006	537,543,656	(905,767,924)	59
2016/17	197,927,176	453,648,208	747,416,480	(966,946,320)	77
2017/18	285,465,357	476,285,540	1,193,519,762	(1,347,528,120)	89
2018/19	554,615,956	597,794,535	1,803,529,762	(1,814,145,920)	99
2019/20	1,233,289,274	609,687,397	2,093,733,282	(1,430,139,698)	146

**உரு 01 – கம்பனியின் தொழிற்பாட்டு நிலைமை – 2009 - 2020**



5.5.2 கம்பனியால் பல்வேறு தரப்பினரிடமிருந்து பெற்ற கடன்களுக்கு 2009/10 நிதியாண்டில் ரூபா 194 மில்லியன் கடன் வட்டி செலவுகள் (குத்தகை வட்டி, வங்கி மேலதிகப்பற்று வட்டி போன்றவை உட்பட) கணக்கு வைக்கப்பட்டிருந்ததுடன், 2019/20 ஆண்டளவில் கணக்கு வைக்கப்பட்ட கடனின் மொத்த கடன் பெறுமதி ரூபா 2,093 மில்லியன் ஆகும். அதன்படி, 2009/10 நிதியாண்டு முதல் 2019/20 நிதியாண்டு வரை, கடன் வட்டிச் செலவு 978 சதவீதம் அதிகரித்திருந்தது.

5.5.3 கம்பனி மூலம் 2009/10 நிதியாண்டில் நிர்வாகச் செலவினமாக ரூபா 57 மில்லியன் கணக்கு வைக்கப்பட்டிருந்ததுடன், இது 2019/20 நிதியாண்டில் ரூபா 609 மில்லியனாக அதிகரித்திருந்ததுடன், இது 2009/10 நிதியாண்டை விட 968 சதவீத அதிகரிப்பாகும்.

5.5.4 2009/10 நிதியாண்டு முதல் 2019/20 நிதியாண்டு வரை 03 முக்கிய செலவினத் தலைப்புகளின் கீழ், அதாவது, நேர் மேந்தலைச் செலவினம் (Direct Overheads-plantations), நிர்வாக செலவுகள் மற்றும் நிதி செலவுகளாக ரூபா 86 மில்லியன், ரூபா 3,864 மில்லியன் மற்றும் ரூபா 8,039 மில்லியன் என ரூபா 11,989 மில்லியன்

கூட்டுத்தொகையான செலவினம் மேற்கொள்ளப்பட்டிருந்தது. அதன்படி நிறுவனத்தின் மொத்த செலவில் நிதிச் செலவுகள் 67 சதவீதத்தினை பிரதிநிதித்துவப்படுத்தியது.

5.5.5. GOPL இன் 51 சதவீதமான அரசு உரிமை மாற்றப்படும் 2010/11 நிதியாண்டு நிலவரப்படி விவசாயிகளுக்கு வழங்கப்பட்ட கடன்கள் மற்றும் உயிரியல் சொத்துக்கள் என நிதிக்கூற்றுக்களில் உள்ளடக்கப்பட்டிருந்த பின்வரும் ரூபா 48,396,557 பெறுமதியான சொத்துக்கள் 2012/13 நிதியாண்டில் பரீட்சை மீதியிலிருந்து நீக்கப்பட்டு, திரண்ட நட்டத்திற்கு சேர்க்கப்பட்டிருந்தது.

**அட்டவணை இலக்கம் 10 – பரீட்சை மீதியிலிருந்து அகற்றப்பட்ட சொத்துக்கள்**

விடயம்	ரூபா
விவசாயிகளுக்கு வழங்கிய கடன் (நீண்ட கால முதிர்வுப் பங்கு)	17,380,613
விவசாயிகளுக்கு வழங்கிய கடன் (குறுங்கால முதிர்வுப் பங்கு)	26,626,292
உயிரியல் சொத்துக்கள்	4,389,652
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<b>மொத்தம்</b>	<b>48,396,557</b>
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## 5.6 GOPL கம்பனி நிதியீட்டிய விதம்

5.6.1 நிதிக்கூற்றுக்களின் பிரகாரம், GOPL கம்பனியால் 2009 ஏப்ரல் 01ஆந் திகதி முதல் 2020 மார்ச் 31ஆந் திகதி வரையிலும் பின்வருமாறு ரூபா 13,749,926,091 ஆன கடன் பெற்றுக்கொள்ளப்பட்டிருந்ததுடன், இந்த கடன்/மீளமைக்கப்பட்ட கடன் மீதியில் ரூபா 11,386,392,303 ஆன கடன் LOLC மற்றும் Browns ஆகிய இரு கம்பனிகளுக்காக LOLC கம்பனிக்குரிய தொடர்புடைய நிறுவனங்களிலிருந்து பெற்றுக்கொள்ளப்பட்டிருந்தது. எஞ்சிய ரூபா 2,363,533,788 ஆன கடன் வேறு நிதி நிறுவனங்களிடமிருந்து பெற்றுக்கொள்ளப்பட்டிருந்தது.

**அட்டவணை இலக்கம் 11 – கம்பனிகளிடமிருந்து கடன் பெற்றுக்கொள்ளல்**

நிறுவனம்	ரூபா	தொகை	ரூபா
2009/10-2019/20 காலப்பகுதியினுள் தொடர்புடைய தரப்பினரிடமிருந்து பெற்ற மொத்தக் கடன்			
LOLC PLC	2,410,838,042		
BROWN & Co PLC	335,877,555		

LOLC Factors Ltd	4,582,344,706
Commercial Leasing & Finance (Pvt) Ltd	597,000,000
Saakya Capital (Pvt) Ltd	1,500,000,000
LOLC Finance (Pvt) Ltd	81,332,000
Commercial Trust Technologies (Pvt) Ltd	650,000,000

Seylan Bank PLC 1,229,000,000

**மொத்தம் 11,386,392,303**

**2009/10-2019/20 காலப்பகுதியினுள்  
வங்கிகள் மற்றும் நிதி  
நிறுவனங்களிடமிருந்து பெற்ற கடன்**

BOC	346,758,171
Peoples Bank	1,100,000,000
HNB(SAPP)	916,775,617

**மொத்தம் 2,363,533,788**

**2009/10-2019/20 காலப்பகுதியினுள் பெற்ற மொத்தக் கடன் 13,749,926,091**

5.6.2 கடன் வாங்கும் போது, பிற நிதி நிறுவனங்களிடமிருந்து பெற்ற கடன்கள் 4 சதவீதம் முதல் 15 சதவீதம் வரையிலான வருடாந்திர வட்டி விகிதத்தில் பெற்றுக்கொள்ளப்பட்டிருந்த போதிலும், இணைந்த நிறுவனங்களிடமிருந்து பெற்ற கடன்கள் 18 சதவீதம் முதல் 28 சதவீதம் வரை மிக அதிக வட்டி விகிதத்தில் பெறப்பட்டிருந்தது. (இணைப்பு 21)

5.6.3 மேலும், GOPL கம்பனியால் LOLC மற்றும் Browns ஆகிய இரண்டு நிறுவனங்களுக்குச் சொந்தமான இணைந்த நிறுவனங்களிடமிருந்து பெறப்பட்ட ரூபா 11,386,392,303 கடன்களில் ரூபா 5,034,463,188 தொகை 20% டி 26.5 ஆண்டு வட்டி விகிதங்களின் கீழ் பெறப்பட்டதுடன், 7 - 19 சதவீத வட்டி விகிதங்களுக்கு ரூபா 6,351,929,115 கடன் பெறப்பட்டதை அவதானிக்க முடிந்தது (இணைப்பு 22).

5.6.4 GOPL கம்பனியால் LOLC கம்பனிக்கு சொந்தமான நிறுவனமான LOLC FACTORS LTD இலிருந்து ரூபா 4,582,344,706 கடனாகப் பெற்றிருந்தது. அதில் ரூபா 2,814,064,483 தொகை GOPL கம்பனிக்கு சொந்தமான காசோலைகளின் முன்பணமாக “18 முதல் 24 சதவீத வருடாந்திர வட்டி விகிதத்தில் வட்டி, உரிய திகதியில் வட்டி செலுத்தத் தவறினால் மாதத்திற்கு 4 சதவிகிதம் மேலதிக வட்டி, முற்பணத்தின் மதிப்பில் மாதாந்திர நிலையான கட்டணம் + வரித் தொகை” எனும் கடன் நிபந்தனைகளின் கீழ் பெறப்பட்டிருந்தமை அவனிக்கப்பட்டதுடன், அந்த காசோலைகளின் அடிப்படையிலாக முற்பணக் கடனுக்காக 2020 மார்ச் 31 வரை

ரூபா 2,075,414,152 மற்றும் ரூபா 3,294,536,681 வட்டி வசூலிக்கப்பட்டதும் அவதானிக்கப்பட்டது (இணைப்பு 23).

5.6.5 GOPL கம்பனியின் 2010/11 முதல் 2019/20 வரையான கணக்காண்டுகளுக்குரிய நிதிக்கூற்றுக்களின் பிரகாரம், கடன் மீதி மற்றும் நிதிக் கிரயம் பின்வரும் அட்டவணையில் காண்பிக்கப்படுகின்றது.

**அட்டவணை இலக்கம் 12 – நிதிக்கூற்றுக்களின் பிரகாரம் கடன் மீதி மற்றும் நிதிக் கிரயம்**

**2009/10 முதல் 2019/20 வரையிலும்**

கணக்காண்டு	மார்ச் 31ஆந் திகதியில் உள்ளபடியாக கடன் மீதி (குத்தகை நீங்கலாக)	வருடாந்த கடன் வட்டி கிரயம் (வருமானக் கூற்றுக்கு அறவிடப்பட்ட)
	ரூபா	ரூபா
2009/10	808,949,005	194,908,300
2010/11	1,053,690,444	65,713,040
2011/12	1,108,597,155	87,555,572
2012/13	1,690,343,915	289,376,744
2013/14	2,041,437,997	496,285,323
2014/15	2,146,411,423	529,945,560
2015/16	3,798,309,375	537,543,656
2016/17	5,336,550,412	747,416,480
2017/18	6,551,061,302	1,193,519,762
2018/19	7,400,814,217	1,803,529,762
2019/20	8,272,917,286	2,093,733,282
<b>மொத்தம்</b>		<b>8,039,527,481</b>

5.6.6 GOPL கம்பனி மூலம் 2009/10 முதல் 2019/20 வரையான நிதியாண்டுகளில் ரூபா 7,972,676,848 நிதி செலவு மேற்கொள்ளப்பட்டிருந்ததுடன், அவற்றுள் ரூபா 7,608,585,405 தொகை LOLC, Browns ஆகிய இரண்டு நிறுவனங்களுக்கு மற்றும் LOLC கம்பனியின் துணை கம்பனிகளுக்கும் மற்றும் பிற நிதி நிறுவனங்களுக்கு ரூபா 364,091,443 உரித்தாகும். (இணைப்பு 24)

5.6.7 GOPL கம்பனியின் 2006/07 முதல் 2010/11 வரையிலான நிதியாண்டுகளுக்கான நிதிக்கூற்றுக்களில் பின்வருமாறு GOHL க்கு செலுத்த வேண்டிய மற்றும் GOHL இலிருந்து வசூலிக்கப்பட வேண்டிய நிலுவைகள் காட்டப்பட்டு, அந்தக் காலத்திற்கான வட்டிச் செலவுகளாக பின்வரும் மதிப்புகள் இலாப நட்டக் கணக்கில் வரவு வைக்கப்பட்டிருந்தன.

**அட்டவணை இலக்கம் 13 - GOHL கம்பனியிடமிருந்து அறவிடப்பட வேண்டிய மற்றும் செலுத்த வேண்டிய மீதிகள்**

கணக்காண்டு	GOHL	GOHL	வட்டிச்
	கம்பனிக்கு செலுத்த வேண்டிய	கம்பனியிடமிருந்து அறவிடப்பட வேண்டிய	செலவினத்தை வருமானச் செலவினக் கணக்கிற்கு வரவு வைத்தல்
	ரூபா	ரூபா	ரூபா
2006/07	2,901,673	-	-
2007/08	199,573,141	16,660,724	-
2008/09	483,219,979	-	124,290,174
2009/10	758,949,005	-	194,908,300
2010/11	-	47,461,178	116,801,739

5.6.8 GOPL, GOHL, Browns மற்றும் LOLC ஆகிய கம்பனிகளில் 2006/07 முதல் 2009/10 ஆண்டு வரையிலும் நிதிக்கூற்றுக்களை பரிசோதனை செய்யும் போது அது கம்பனிகளுக்கு செலுத்த வேண்டிய / அறவிடப்பட வேண்டிய மீதிகளாக காண்பிக்கப்பட்டிருந்த மீதிகள் ஒவ்வொரு வருடத்திற்கும் உரியதாக கீழே தரப்பட்டுள்ளது.

**அட்டவணை இலக்கம் 14 - GOPL, GOHL, Browns மற்றும் LOLC ஆகிய கம்பனிகளின் கணக்குகளின் பிரகாரம், GOPL இனால் செலுத்த வேண்டிய மீதிகள்**

ஆண்டு	GOHL கம்பனியின் நிதிக்கூற்றுக்களின் பிரகாரம் மார்ச் 31ஆந் திகதியில் உள்ளபடியான		GOPL கம்பனியின் நிதிக்கூற்றுக்களின் பிரகாரம் GOHL கம்பனிக்கு மார்ச் 31ஆந் திகதியில் உள்ளபடியாக	LOLC கம்பனிகள் குழுமத்தின் கணக்காய்வு செய்யப்பட்ட நிதிக்கூற்றுக்களின் பிரகாரம் மார்ச் 31ஆந் திகதியில் உள்ளபடியாக		Browns கம்பனியின் கணக்காய்வு செய்யப்பட்ட நிதிக்கூற்றுக்களின் பிரகாரம் மார்ச் 31ஆந் திகதியில் உள்ளபடியாக	
	GOPL கம்பனியிடமிருந்து அறவிடப்பட வேண்டிய மீதி	LOLC மற்றும் Browns கம்பனிகளுக்கு செலுத்த வேண்டிய மீதி.	GOHL கம்பனியிடமிருந்து அறவிடப்பட வேண்டிய மீதி	GOHL கம்பனியிடமிருந்து அறவிடப்பட வேண்டிய மீதி	GOPL கம்பனியிடமிருந்து அறவிடப்பட வேண்டிய மீதி	GOHL கம்பனியிடமிருந்து அறவிடப்பட வேண்டிய மீதி	GOPL கம்பனியிடமிருந்து அறவிடப்பட வேண்டிய மீதி
	ரூபா	ரூபா	ரூபா	ரூபா	ரூபா	ரூபா	ரூபா
2006/07	2,901,673	-	2,901,673	-	-	-	-
2007/08	199,573,141	-	199,573,141	16,404,241	-	2,334,000	99,787,000
2008/09	483,219,979	508,838,613	483,219,979	81,109,101	-	217,461,000	-
2009/10	758,949,005	794,547,263	758,949,005	170,683,182	-	368,657,084	-

5.6.9 2006/07 நிதியாண்டு முதல் 2009/10 கணக்காண்டு வரையிலும் GOPL கம்பனியின் நிதிக்கூற்றுக்களினுள் காண்பிக்கப்பட்டுள்ள தொடர்புடைய தரப்பினருக்கு செலுத்த வேண்டிய மீதிகள், GOHL கம்பனியால் வழங்கப்பட்டிருந்த கடன் வசதிகளாக குறிப்பிடப்பட்டிருந்தன. GOHL கம்பனியின் நிதிக்கூற்றுக்களின் பிரகாரம், GOHL கம்பனியின் உரித்துடைய LOLC மற்றும் Browns ஆகிய கம்பனிகளிடமிருந்து பெற்ற கடனாக காண்பிக்கப்பட்டிருந்தது.

**5.7 GOPL கம்பனியுடன் தொடர்புடைய கம்பனிகள்**

5.7.1 மேலே உள்ள பந்தி 5.1.5 இல் குறிப்பிடப்பட்டுள்ளபடி GOPL இன் நிர்வாக நடவடிக்கைகளுக்காக கலோயா ஹோல்டிங்ஸ் லிமிடெட் (GOHL) கம்பனி நிறுவப்பட்டது. GOPL இன் நிர்வாக நிறுவனமான GOHL கம்பனியின் உரித்து LOLC மற்றும் Browns ஆகிய இரு கம்பனிகள் மற்றும் அந்த நிறுவனங்களில் பணிப்பாளர்கள் குழு உறுப்பினர்களுக்குச் சொந்தமானது.

5.7.2 வ/ப கல்லோயா ஹோல்டிங் (பிரைவேட்) லிமிடெட்டின் 2009/10 முதல் 2019/20 வரையிலான நிதியாண்டுகளுக்கான நிதிக்கூற்றுக்களின் பொழிப்பின் பிரகாரம் பின்வரும் விடயங்கள் வெளிப்படுத்தப்பட்டன(இணைப்பு 25)

- i. கம்பனியால் 2008 ஆம் ஆண்டு பங்கு வெளியீட்டினை மேற்கொண்டு அந்த பணத்தில் மோட்டார் கார்கள் மற்றும் கணினி உதிரிபாகங்கள் வாங்க பயன்படுத்தப்பட்டதுடன், 2010 மார்ச் 31 நிலவரப்படி மீதி ரூபா 11,041,315 ஆக இருந்த போதிலும், 2020 மார்ச் 31 இல் பூஜ்ஜியமாக இருந்தது. 2010 மார்ச் 31 ஆந் திகதி இந்நிறுவனத்தின் பங்கு மூலதனம் படி ரூபா 20,000,000 மற்றும் திரண்ட நடட்டம் ரூபா 49,036,677 ஆனது 2020 மார்ச் 31 இல் முறையே ரூபா 26,001,000 மற்றும் ரூபா 41,645,536 ஆக இருந்தது.
- ii. 2010 மார்ச் 31 ஆந் திகதியில் உள்ளபடியாக தொடர்புடைய நிறுவனங்களுக்கு செலுத்த வேண்டிய ரூபா 317,540,541 ஆன மீதி 2020 மார்ச் 31 திகதியளவில் ரூபா 15,945,714 வரை குறைவடைந்திருந்தது. 2010 ஏப்ரல் 01 முதல் 2020 வரை மார்ச் 31 வரையிலான காலகட்டத்தில் நிறுவனம் எந்த செயல்பாட்டு வருமானத்தையும் பெறவில்லை என்பதுடன், ஏனைய வருமானம் மட்டுமே பெறப்பட்டிருந்தது. 2009/10 ஆம் ஆண்டில் 11,693,094 தொகையான கம்பனியின் நிர்வாகச் செலவினத்தின் மற்றும் ரூபா 1,276,065 தொகையான நிதிக் கிரயம் 2019/20 க்குள் முறையே ரூபா 329,020 மற்றும் ரூபா 1,650 வரை குறைவடைந்திருந்தது.
- iii. 2017 ஏப்ரல் 01 ஆந் திகதி முதல் 2020 மார்ச் 31 ஆந் திகதி வரையான காலப்பகுதியினுள் காசுப்பாய்ச்சல் கூற்றின் பிரகாரம், எந்தவொரு பணக் கொடுக்கல் வாங்கலும் இடம்பெற்றிருக்கவில்லை.

5.7.3 GOPL கம்பனிக்கு கடன் வழங்கிய தொடர்புடைய நிறுவனங்களின் உரித்து தொடர்பிலான பரிசோதனையின் போது 2015 ஆம் ஆண்டு முதல் 2020 ஆம் ஆண்டு வரையிலும் அண்ணளவாக நேரடியான அல்லது மறைமுகமான தொடர்பொன்று காணப்பட்டமை வெளிப்படுத்தப்பட்டது.

**அட்டவணை இலக்கம் 15 – GOPL கம்பனி மற்றும் கடன் வழங்கிய தொடர்புடைய கம்பனிகளுடனான தொடர்பு**

**நிறுவனத்தின் பெயர்**

**கம்பனியுடனான தொடர்பு**

Lanka Orix Leasing Company PLC	• LOLC கம்பனி GOPL கம்பனியின் உரித்தினை கொண்டுள்ளது.	27	சதவீத
	• GOHL முகாமைத்துவ கம்பனியின் உரித்தினைக் கொண்டுள்ளது.	50	சதவீத
	• Browns இன் சுமார் 26 சதவீத உரித்தினைக் கொண்டுள்ளது.	26	சதவீத
	• SEYLAN வங்கியின் 13 சதவீத உரித்தினை கொண்டுள்ளது.	13	சதவீத

- Brown & Company PLC
- Browns, GOPL கம்பனியின் 22.05 சதவீத சதவீத உரித்தினை கொண்டுள்ளது.
  - GOHL முகாமைத்துவக் கம்பனியின் 50 சதவீத சதவீத உரித்தினை கொண்டுள்ளது.
  - LOLC கம்பனியால் Browns இன் 26 சதவீத உரித்தினை கொண்டுள்ளது.
  - SEYLAN வங்கியின் 10 சதவீத உரித்தினை கொண்டுள்ளது.
- LOLC Factors Ltd
- இந்த கம்பனியின் 100 சதவீத உரித்தினை LOLC கம்பனி கொண்டுள்ளது.
- Commercial Leasing & FinanceLtd
- இந்த கம்பனியின் 90 சதவீத உரித்தினை LOLC கம்பனி கொண்டுள்ளது.
- Saakya Capital (Pvt) Ltd
- LOLC கம்பனியின் மூன்றாவது பங்குரித்துள்ள கம்பனி ஆகும் (2020 ஆம் ஆண்டின் போது 137 மில்லியன் பங்குகளுக்கான உரித்தினை கொண்டுள்ளது)
  - கடன் உடன்படிக்கையை பரிசோதனை செய்யும் போது இந்த கம்பனியின் விலாசமாக குறிப்பிடப்பட்டுள்ள ISHARA TRADERS தனியார் கம்பனியின் விலாசமாவதுடன், ISHARA TRADERS தனியார் கம்பனியின் நிறுவுநர் உள்ளடங்கலாக பணிப்பாளர்களில் இருவர் LOLC குழுமத்தின் பணிப்பாளர்களாக உள்ளனர்.
- Commercial Trust Technologies (Pvt) Ltd
- கடன் உடன்படிக்கையை பரிசோதனை செய்யும் போது இந்த கம்பனியின் விலாசமாக குறிப்பிடப்பட்டுள்ள ISHARA TRADERS தனியார் கம்பனியின் விலாசமாவதுடன், ISHARA TRADERS தனியார் கம்பனியின் நிறுவுநர் உள்ளடங்கலாக பணிப்பாளர்களில் இருவர் LOLC குழுமத்தின் பணிப்பாளர்களாக உள்ளனர்.
- Satya Capital (Pvt) Ltd
- LOLC கம்பனியின் ஐந்தாவது பங்குரித்துள்ள கம்பனி ஆகும் (2020 ஆம் ஆண்டின் போது 52 மில்லியன்



பங்குகளுக்கான உரித்தினை கொண்டுள்ளது)

- Danya Capital (Pvt) Ltd • LOLC கம்பனியின் பணிப்பாளர் ஒருவர் அந்த கம்பனியிலும் பணிப்பாளராக செயற்படுகின்றார்.
- AgStar PLC • LOLC கம்பனியினால் சுமார் 20 சதவீத தொடர்புடைய உரித்தினை கொண்டுள்ளது.

(மூலம் - கம்பனிகளின் ஆண்டறிக்கைகள் மற்றும் இணையத்தள பரிசோதனை)

5.7.4 சில சந்தர்ப்பங்களில், GOPL கம்பனியால் LOLC கம்பனிக்குரிய தொடர்புடைய கம்பனிகளிடமிருந்து அறவிடப்படும் வட்டி வீதத்தினை குறிப்பிட்டு கடன் பெற்றுக்கொள்ளும் போது, குறித்த கடனை செலுத்துவதில் தாமதம் ஏற்படின் அந்த கடன் வட்டி வீதம் வருடாந்தம் 48 சதவீதத்திற்கு (மாதமொன்றுக்கு 4 சதவீதம்) அதிகமாக காணப்படும் வகையில் உடன்படிக்கை கைச்சாத்திடப்பட்டிருந்தது (பின்னிணைப்பு 26). அதன் பிரகாரம், பொதுவான முறையான கடன் சந்தை கடன் நிபந்தனைகள் மற்றும் வட்டி வீதத்தினை விஞ்சி தொடர்புடைய கம்பனிகளிடமிருந்து கடன் பெற்றுக்கொள்ளப்பட்டிருந்தது.

அட்டவணை இலக்கம் 16 - முறையான சராசரி கடன் சந்தை நிபந்தனைகள் மற்றும் வட்டி வீதத்தினை விஞ்சி தொடர்புடைய கம்பனிகளிலிருந்து கடன் பெற்றுக்கொள்ளல்.

தொடர்புடைய கம்பனி	கடன் தொகை ரூபா	வருடாந்த வட்டி வீதம் %	தாமத கடன் வட்டி % மாதாந்தம்	வருடாந்தம்
Saakya Capital (Pvt) Ltd	1,500,000,000	15	4	48
Commercial Trust Technologies (Pvt) Ltd	650,000,000	19	4	48
Danya Capital (Pvt) Ltd	1,000,000,000	16	4	48
Satya Capital (Pvt) Ltd	2,000,000,000	16	4	48
LOLC Factors Ltd	4,582,344,706	15-24	4	48

5.8 வ/ப ஹிங்குரான சீனி தொழிற்சாலைக்கு சொந்தமான வடிசாலை அனுமதிப்பத்திரம்

5.8.1 பங்குதாரர்களின் ஒப்பந்தத்தின் பந்தி 7.1.3 இன் படி வ/ப ஹிங்குரான சீனித் தொழிற்சாலை வைத்திருக்கும் அனைத்து உரிமங்களும் கம்பனிக்கு ஒப்படைப்பு நிபந்தனையின் பேரில் வடிசாலை உரிமத்தினை GOPL கம்பனிக்கு மாற்ற GOPL இன் கோரிக்கையின் பேரில், 2014 மே 22 ஆந் திகதியிட்ட நிதி அமைச்சின்

செயலாளரின் PE/PL/GOP/GEN/2014 ஆம் இலக்க மதுவரி ஆணையாளர் நாயகத்திற்கு அனுப்பப்பட்ட கடிதத்தில் ஹிங்குரானா சீனி தொழிற்சாலையின் மதுபான ஆலை உரிமத்தை GOPL கம்பனிக்கு மாற்றுமாறு அறிவுறுத்தப்பட்டுள்ளது (இணைப்பு 27).

5.8.2 மதுவரி ஆணையாளர் நாயகத்தின் 2014 யூன் 13ஆந் திகதிய எல்பீ/ஸ்பிரிட்/வ/ப லங்கா தனியார் கம்பனி – செவனகல அலகு என இலக்கமிடப்பட்ட கடிதத்தின் மூலம் “வடிசாலை விதிமுறைகளின் பிரகாரம் தாபிக்கப்பட்ட பின்னர் அனுமதிப்பத்திரத்தினை ஒப்படைக்கும் போது பின்பற்றப்பட வேண்டிய மதுவரி சட்ட விதிகளுக்கமைய வ/ப கல்லோயா பெருந்தோட்ட (தனியார்) கம்பனியின் பெயரில் அந்த அனுமதிப்பத்திரம் ஒப்படைக்கப்பட வேண்டும்” என குறிப்பிடப்பட்டிருந்தது. (இணைப்பு 28).

5.8.3 GOPL கம்பனியால் வடிசாலையின் நிர்மாணப் பணிகள் நிறைவு செய்யப்பட்டு மதுவரி ஆணையாளர் நாயகத்தின் அங்கீகாரமின்றி சோதனை முயற்சியாக மதுபானம் உற்பத்தி செய்யப்பட்ட காரணத்தால் 2017 மார்ச் 17 ஆந் திகதி மதுவரித் திணைக்களத்தினால்,

- மதுவரி கட்டளைச் சட்டத்தின் விதிகளை மீறி சட்டப்பூர்வ உரிமம் இல்லாமல் மதுபானங்களை வடிகட்டுதல்.
- சட்டப்பூர்வ அங்கீகாரம் இல்லாமல் 94,294 லிட்டர் சட்டவிரோதமாக காய்ச்சி வடிகட்டிய மதுவை தம்வசம் வைத்திருத்தல்.
- சட்டவிரோதமாக காய்ச்சப்பட்ட 513,000 லிட்டர் மதுபானம் சட்டரீதியான அங்கீகாரம் இல்லாமல் GOPL கம்பனியின் உடைமையில் வைத்திருந்த குற்றச்சாட்டின் அடிப்படையில் GOPL கம்பனியின் 14 ஊழியர்கள் கைது செய்யப்பட்டு நீதிமன்றத்தில் ஆஜர்படுத்தி, 2017 ஜூலை 27 ஆம் தேதி விசாரணையின் முடிவில், குற்றம் சாட்டப்பட்டவர்களுக்கு ரூபா 4.85 மில்லியன் ரூபாய் அபராதம் விதிக்கப்பட்டது. அத்துடன் அந்த அபராதத்தை GOPL கம்பனியால் செலுத்தி குற்றம் சாட்டப்பட்டவர்கள் விடுவிக்கப்பட்டனர். பின்னர் மதுவரி ஆணையாளர் நாயகத்தினால் 2018 மார்ச் 06 ஆந் திகதி ஸ்பிரிட் உற்பத்திக்கான உரிமம் GOPL கம்பனிக்கு வழங்கப்பட்டது.

## 5.9 சிறு அளவிலான விவசாய வியாபார பங்குடமை நிகழ்ச்சித்திட்டம் (SAPP) கடன் நிவாரண முறைமையை நடைமுறைப்படுத்தல்

5.9.1 நிலவும் வாழ்க்கைத் தரத்தை மேம்படுத்துவதற்காக 4000 கரும்பு விவசாயிகளுக்கு GOPL கம்பனியின் பங்கேற்புடன் சிறு அளவிலான விவசாய வியாபார பங்குடமை நிகழ்ச்சித்திட்டம் (Smallholder Agribusiness Partnership Programme - SAPP) மூலம் விவசாய மேம்பாட்டுக்கான சர்வதேச நிதியத்தின் (International Fund for Agricultural Development –IFAD) நிதி பங்களிப்பின் கீழ் சலுகை வட்டி விகிதத்தில் ஐ.அ.டொலர் 8,055,225 வழங்கப்பட்டுள்ளது. அந்த தொகையில், அமெரிக்க டொலர் 2,018,710 விவசாயிகளுக்கு மானியமாக வழங்கவும், அமெரிக்க டொலர் 6,036,516 ஆன தொகையை கரும்பு விவசாயிகளுக்கு சலுகை வட்டியில் வழங்க வேண்டும் எனவும் IFAD நிறுவனம் 2018 மே 17 தனது ஒப்புதலை அளித்தது. (இணைப்பு 29)

5.9.2 அங்கீகரிக்கப்பட்ட செயற்திட்ட அறிக்கையில் சேர்க்கப்பட்டுள்ள Scale-up Investment Plan இல் கூறப்பட்டுள்ள விதத்தில் மானியமாக கரும்பு பயிரிடும் விவசாயி ஒருவருக்கு வழங்கப்படும் ரூபா 78,495 பணத்திற்காக செயற்திட்டத்தின் மூலம் கரும்பு சாகுபடிக்கு பயன்படுத்தக்கூடிய ரூபா 78,000 ரூபா பெறுமதியான 03 இயந்திரங்களை வழங்குவதற்கும், ஒரு விவசாயிக்கு ரூபா 230,915 கடன் தொகையை 6.5 சதவீதம் நிவாரணம் வட்டியின் கீழ் வழங்கப்படவும் இருந்தது. மேலும் மானியம் வழங்குவதுடன் GOPL மூலம் ஒரு விவசாயிக்கு அவர்களின் செலவில் ரூபா 150,730 மதிப்பிலான சேவைகளை விவசாயிகளுக்கு இலவசமாக வழங்க வேண்டும் என்பதுடன், விவசாயி மூலம் அவர்களின் உழைப்புக்கான வட்டி மற்றும் சலுகைக் கடன்கள் உட்பட ரூபா 70,309 செலவு செய்ய வேண்டும். (இணைப்பு 30)

5.9.3 அதன்படி தேர்ந்தெடுக்கப்பட்ட 4000 விவசாயிகளுக்கு செயற்திட்டத்தின் மூலம் ஒரு விவசாயிக்கு ரூபா 78,495 மானியமாக ரூபா 313,980,000 ஒதுக்கீடு செய்யப்பட்டு, இதன் கீழ், ஒவ்வொரு விவசாயிக்கும் மூன்று விவசாய கருவிகளை வழங்க கம்பனி திட்டமிட்டிருந்தது.

5.9.4 அதன்படி, திரவ தெளிப்பான், புல் அறுக்கும் இயந்திரம் மற்றும் கரும்பு சாகுபடி பராமரிப்புக்கான பல்நோக்கு இயந்திரங்கள் என ஒவ்வொரு வகையிலும் 4,000 அலகு இயந்திரங்களை வாங்குவதற்கு வ/ப கலோயா பிளான்டேஷன் (தனியார்) கம்பனியால் 2018 செப்டெம்பர் 09 ஆம் திகதி வெளியிடப்பட்ட பத்திரிகை அறிவித்தலுக்கு பதிலாக பின்வருமாறு நிறுவனங்களால் குறைந்த கூறுவிலைகள் சமர்ப்பிக்கப்பட்டிருந்தன.

**அட்டவணை 17 - கூறுவிலைகளை சமர்ப்பித்த நிறுவனங்கள்**

நிறுவனம்	இயந்திர வகை	சமர்ப்பிக்கப்பட்ட கூறுவிலை ரூபா
Lanka Commercial Trading (Pvt) Ltd	பல்நோக்கு இயந்திரங்கள்	34,500.00
M/S Deen Protner Imports (Pvt) Ltd	புல் அறுக்கும் இயந்திரம்	12,632.50
M/S Multi Marketing (Pvt) Ltd	Knapsack Sprayer Machine	9,881.95

மேலே உள்ள கூறுவிலைகளின் படி விவசாயிகளுக்கு உதவியின் கீழ் வழங்குவதற்காக ரூபா 138,000,000 பெறுமதியான 4,000 பல்செயல் இயந்திரங்கள் மட்டுமே Lanka Commercial Trading (Pvt) Ltd மூலம் 2019 ஜனவரி 16 மற்றும் பிப்ரவரி 27 ஆகிய திகதிகளில் GOPL நிறுவனத்திடம் ஒப்படைக்கப்பட்டிருந்தது.

5.9.5 மேற்படி சலுகைக் கடன் உதவியை நடைமுறைப்படுத்துவது தொடர்பாக ஜனாதிபதியின் செயலாளர், கல்ஓயா பிளான்டேஷன் கம்பனியின் நிறைவேற்று அதிகாரி மற்றும் ஹட்டன் நஷனல் வங்கியின் பணிப்பாளர் சபை உறுப்பினர்களுக்கு இடையில் 2018 ஜூன் 28 ஆம் திகதி முத்தரப்பு ஒப்பந்தம் கைச்சாத்திடப்பட்டது. ஒப்பந்தத்தின் பிரகாரம் தெரிவு செய்யப்பட்ட விவசாயிகளுக்கு ரூபா 230,915 சலுகை வட்டிக் கடன் வழங்கப்பட வேண்டுமென குறிப்பிடப்பட்டுள்ளது. (இணைப்பு 31)

**6. கணக்காய்வு அவதானிப்புகள்**

6.1 2006 ஜூலை 19 ஆந் திகதிய அமைச்சரவையின் ஒப்புதலுடன் ஜனாதிபதியின் பங்கேற்புடன் 2006 ஆகஸ்ட் 25 அன்று கூடிய முதலீட்டு வசதிகளுக்கான அமைச்சரவை உப குழுவால் எடுக்கப்பட்ட முடிவிற்கமை, இலங்கை அரசாங்கத்திற்கு உள்ளடங்கும் வகையில் Browns மற்றும் LOLC ஆகிய நிறுவனங்களால் அமைந்த ஒரு கூட்டு முயற்சியைத் தொடங்கியிருக்க வேண்டும் எனினும், அரசிற்கு உரிமை இல்லாமல் மற்றும் அரசுடன் ஒப்பந்தம் செய்து கொள்ளாமல் 2006 அக்டோபர் 11 ஆம் தேதி கல்லோயா பெருந்தோட்டக் கம்பனி (GOPL) நிறுவப்பட்டது. மேலே உள்ள பந்தி 5.1.6 இல் குறிப்பிடப்பட்டுள்ளபடி, இந்த நிறுவனம் இரண்டு தனிநபர்கள் மற்றும் GOHL க்கு சொந்தமாக காணப்பட்டது. அதன்படி, அரசு ஒரு கட்சியாக 2009 ஆகஸ்ட் 28 ஆந் திகதி பங்குதாரர்களின் ஒப்பந்தம் மற்றும் நிர்வாக ஒப்பந்தம் ஆரம்பிக்க முன்னர் 2006 இல் GOPL மற்றும் GOHL ஆகியவை எந்த அதிகாரத்தின் அடிப்படையில் மற்றும் அந்த ஒழுங்குபடுத்தல் பின்புலத்தில் ஹிங்குராணை சீனித் தொழிற்சாலையின்

செயல்பாட்டை அரசாங்கத்தின் பங்களிப்பு இல்லாமல் தொடங்கினார்கள் என்பது கணக்காய்வுக்கு உறுதிப்படுத்தப்பட்டிருக்கவில்லை.

- 6.2 இலங்கை அரசு, LOLC மற்றும் Browns ஆகிய கம்பனிகளால் உருவாக்கப்பட்ட கூட்டு முயற்சியால் ஹிங்குராணை சீனி தொழிற்சாலையின் வியாபார பணிகளை மேற்கொள்ள வேண்டும் என கூறப்பட்டுள்ள போதிலும், மாறாக இரண்டு தனிநபர்களுக்கு சொந்தமானது மற்றும் GOHL க்கு சொந்தமானது புதிதாக உருவாக்கப்பட்ட, அதுவரை அரசாங்கத்திற்கு உரித்தற்ற GOPL கம்பனியுடன் முதலீட்டுச் சபை ஒப்பந்தம் செய்து கொண்டதை அவதானிக்க முடிந்ததுடன், ஒப்பந்தத்தின் போது, GOHL கம்பனி நான்கு தனிநபர்களுக்கு சொந்தமான ஒரு தனியார் நிறுவனமாக இருந்தமை அவதானிக்கப்பட்டது.
- 6.3 முதலீட்டுச் சபை சட்டத்தின் 17 ஆம் பிரிவின் கீழ் சமர்ப்பிக்கப்பட்டிருந்த விண்ணப்பத்தில் கம்பனியின் பங்குகளின் உரித்தானது ஹிங்குராணை சீனி தொழிற்சாலைக்கு, கம்பனி மற்றும் கம்பனிக்கும் காணப்படுவதாக தகவல்கள் முன்வைக்கப்பட்டிருந்த போதிலும், இந்த கம்பனி இரு தனிநபர்களுக்கும் உரித்தாக இருந்தமை அவதானிக்கப்பட்டது.
- 6.4 மேலும், முதலீட்டுச் சபைக்கு சமர்ப்பிக்கப்பட்ட செயற்திட்ட விண்ணப்பங்களின் பிரகாரம், ஒரு வருடத்தில் ரூபா 485.6 மில்லியன் பங்கு மூலதனமாகவும் இரண்டு வருடங்களில் ரூபா 800 மில்லியன் கடன் மூலதனமாகவும் முதலீடு செய்யப்படும் என்று கூறப்பட்டாலும், அத்தகைய பணம் பங்கு மூலதனமாக முதலீடு செய்யப்படவில்லை என்பது அவதானிக்கப்பட்டது. அத்துடன் ஒப்புக்கொள்ளப்பட்ட நிபந்தனைகள் நிறைவேற்றப்பட்டுள்ளதா என்பதைப் பின்தொடரவும் அல்லது கண்காணிக்கவும் முதலீட்டு சபையால் நடவடிக்கை எடுத்திருந்தமையை கணக்காய்வுக்கு உறுதிப்படுத்தப்படவில்லை.
- 6.5 GOPL கம்பனியின் பணிகள் 2009 ஆகஸ்ட் 28 வரை (பங்கு ஒப்பந்தத்தில் கையெழுத்திட்ட தேதி) பராமரிக்கப்பட்டு வந்ததுடன் மற்றும் இந்த நிறுவனத்தின் அரசு உரித்தானது (51 சதவீத பங்கு மூலதனம்) 2010 ஜூலை 16 ஆம் சட்டப்பூர்வமாக கிட்டியிருந்தது. இதன்படி, இந்த நிறுவனம் சுமார் 04 வருடங்களாக எவ்வித அரசு உடமையுமின்றி இயங்கி வந்தமை அவதானிக்கப்பட்டது. GOPL வழங்கிய தகவலின்படி, பங்குதாரர்களின் ஒப்பந்தத்தில் நுழைவதற்கு முன்பு அரசாங்க அதிகாரிகள் GOPL இன் பணிப்பாளர்கள் குழுவில் உறுப்பினர்களாக இருந்திருக்கலாம். அரசாங்கத்தின் சார்பாக அவர்களால் பரிந்துரைக்கப்படும் அதிகாரிகளுக்கான நியமனக் கடிதங்கள் அல்லது ஏனைய எழுத்துப்பூர்வ ஆதாரங்களை கணக்காய்வுக்கு சமர்ப்பிக்க திறைசேரியின் பொது முயற்சிகள் திணைக்களம் அல்லது GOPL கம்பனி தவறியிருந்தது. மேலும் GOPL இன் பணிக்காக 2009 ஆகஸ்ட் 28 அன்று பங்குதாரர்களின் ஒப்பந்தம் போடப்பட்டதன்

பின்னரே திறைசேரியுடன் தொடர்புபட்டதாக பொது திறைசேரியால் கணக்காய்வுக்கு அறவிக்கப்பட்டிருந்தது.

- 6.6 பங்குதாரர்களின் ஒப்பந்தத்தின்படி ஹிங்குரான சீனித் தொழிற்சாலையின் சொத்துக்களை GOPL கம்பனிக்கு உரி முறையில் 30 வருட குத்தகைக்கு வழங்க உத்தேசிக்கப்பட்டிருந்த போதிலும், 12 ஆண்டுகள் ஆகியும் இன்னும் ஒப்படைக்கப்படவில்லை. ஆனால் GOPL கம்பனியால் இந்த சொத்துக்கள் 2006 முதல் சுமார் 15 ஆண்டுகளாக பயன்படுத்தப்பட்டிருந்தன.
- 6.7 மேலும் மேலே உள்ள பந்தி 6.1 இல் குறிப்பிடப்பட்டுள்ள GOHL நிறுவனம் 2006 அக்டோபர் 04 அன்று பதிவு செய்யப்பட்ட இந்த நிறுவனத்தின் முக்கிய நோக்கம் **“GOPL கம்பனிக்கு நிதி வசதிகளை ஒழுங்குபடுத்தல் மற்றும் முகாமைத்துவ பணிகளை மேற்கொள்ளல்”** என கம்பனி அகவிதியில் குறிப்பிடப்பட்டாலும், GOHL கம்பனி நிறுவப்பட்ட சந்தர்ப்பத்தில் GOPL என்ற பெயரில் ஒரு நிறுவனத்தையும் பதிவு செய்யவில்லை என்பதுடன், GOHL கம்பனியை பதிவுசெய்த 07 நாட்களுக்குப் பிறகு அதாவது 2006 அக்டோபர் 11 ஆம் தேதி GOPL கம்பனி பதிவு செய்யப்பட்டிருந்தது. அதன்படி, பிரதான நிறுவனம் (GOPL) தாபிப்பதற்கு முன்பே முகாமைத்துவ கம்பனி (GOHL) தாபிக்கப்பட்டிருந்தமை அவதானிக்கப்பட்டது.
- 6.8 இலங்கை அரசு, Browns மற்றும் LOLC மற்றும் GOPL ஆகிய கம்பனிகள் மூலம் 2009 ஆகஸ்ட் 28 ஆந் திகதி பங்குதாரர்களின் ஒப்பந்தம் கையெழுத்தானாலும், 2006 முதல் GOPL நிறுவனத்தின் பங்குகளை வைத்திருந்த இரண்டு நபர்களில் **(GOPL கூறியது போல் Browns மற்றும் LOLC ஐ பிரதிநிதித்துவப்படுத்தும் மற்ற இரண்டு பங்குதாரர்கள்)** பங்குதாரர்களின் உடன்படிக்கையிலோ அல்லது அமைச்சரவைப் பத்திரத்திலோ பங்கு உரிமை பற்றிய எந்தக் குறிப்பும் உள்ளடக்கப்படவில்லை என்பது அவதானிக்கப்பட்டது.
- 6.9 மேலும், அட்டவணை 03 இல் உள்ளது போல 2010 ஜூலை 16 பங்கு வெளியீட்டில், பங்குதாரர்களின் உடன்பாடு எட்டப்பட்ட LOLC மற்றும் Browns ஆகிய இரண்டு நிறுவனங்களுக்கும் மேலதிகமாக கூட்டமைப்புக்கு (Consotium) சொந்தமல்லாத மேலே உள்ள பந்தி 6.8 இல் குறிப்பிடப்பட்டுள்ள இரண்டு நபர்களுக்கு மேலதிகமாக மற்றுமொரு தனிநபருக்கு 5 வீதமான பங்குகள் தலா 2.5 வீதத்தில் வழங்கப்பட்ட போதிலும், பங்குதாரர்களின் ஒப்பந்தத்தில் அதுகுறித்து எதுவும் குறிப்பிடப்படவில்லை. இதன்படி, பங்குதாரர்களின் ஒப்பந்தத்தில் இல்லாத நான்கு நபர்களுக்கு நிறுவனத்தின் உரிமையை வழங்குவது பங்குதாரர்களின் ஒப்பந்தத்தின் 11.1.2 வது பிரிவை மீறுவதாகும். மேலும் இதில் 2.5 சதவீதம் பங்குகளை வைத்திருந்த இரண்டு நபர்களுக்கு வழங்கிய 4,957,646 பங்குகளுக்கு உரிய

பெறுமதியான ரூபா 49,576,460 தொகை GOPL கம்பனிக்கு பணமாக கொண்டு வரப்படவில்லை என்பதும் அவதானிக்கப்பட்டது.

6.10 பங்குதாரர்களின் ஒப்பந்தத்தின்படி அரசாங்கத்தால் 51 சதவீதம் பங்குகள் மற்றும் தனியார் கூட்டாண்மைக்கு உரித்துடைய Browns மற்றும் LOLC கம்பனிகளுக்கு 49 சதவீத பங்குகளின் உரித்து ஏற்படும் வகையில் பங்குகளில் முதலீடு செய்ய வேண்டும் எனினும், 2010 ஜூலை 16 ஆந் திகதி நடைபெற்ற பங்கு வெளியீட்டில், அது வரையிலும் இரண்டு தனிநபர்களுக்கும் GOHL கம்பனிக்கும் ஏற்கனவே வழங்கப்பட்ட 03 பங்குகளை கருத்தில் கொள்ளாததால் அரசாங்க உடைமை 50.999 சதவீதம் மற்றும் நான்கு தனிநபர்களின் GOHL மற்றும் தனியார் கூட்டாண்மை LOLC, Browns வசம் 49.001 சதவீதமான உரிமை இருப்பதை அவதானிக்க முடிந்தது.

6.11 பங்குதாரர்களின் ஒப்பந்தத்தில் பிரிவு 6.1.1 இன் படி பங்குதாரர்களின் உடன்படிக்கையின் விதிகளுக்கு இணங்க GOPL கம்பனியின் அமைப்பு அகவிதி திருத்தப்பட்டிருக்க வேண்டும் என்றாலும், அது திருத்தப்படவில்லை என்பது அவதானிக்கப்பட்டது. மேலும், அமைச்சரவை அனுமதியின்படி சர்வதேச விலைகள் மற்றும் இணைக்கப்பட்ட விலை சூத்திரத்தின்படி விவசாயிகளிடமிருந்து கரும்பு வாங்கப்பட வேண்டும் என்றாலும், பங்குதாரர் ஒப்பந்தம் மற்றும் முகாமைத்துவ ஒப்பந்தத்தின் பிரிவு 4.1(d) பிரகாரம், உள்ளூர் தொழில்துறை சராசரி மதிப்பின் அடிப்படையில் விலைக்கு வாங்கப்பட வேண்டும் என்று குறிப்பிடப்பட்டிருந்தமை அவதானிக்கப்பட்டது.

6.12 மேலே 5.3.1 இல் குறிப்பிடப்பட்டுள்ள பங்குதாரர்களின் ஒப்பந்தத்தில் பிரிவு 11.1.2 இன் படி 49 சதவீத தனியார் கூட்டாண்மையை கொண்டுள்ள Browns மற்றும் LOLC கம்பனிகளால் ரூபா 495 மில்லியன் பங்குகளின் உரித்துக்கான உடனடி பணப்புழக்கத்திற்கு விகிதாச்சாரத்தில் பங்குகள் மதிப்புக் கொண்டுவரப்பட வேண்டும் எனினும், இந்த பங்குகளின் பங்குகள் மதிப்பு பணமாக கொண்டு வரப்படவில்லை என்பது அவதானிக்கப்பட்டது.

6.13 2007 அக்டோபர் 15 முதல் 2010 மார்ச் 31 வரையிலான காலகட்டத்தில் Browns மற்றும் LOLC கம்பனிகள் மூலம் ஹிங்குராணை சீனி தொழிற்சாலையில் உற்பத்தியை ஆரம்பிக்க ரூபா 477,006,722 செலவிடப்பட்டிருந்தாகவும், அந்தத் தொகை மூலதனமாகக் கருதப்படாது கடனாகக் கருதப்படுவதால் மேலே உள்ள பந்தி 6.12 இல் குறிப்பிடப்பட்டுள்ள நற்பெயர் பணமாக ஈடுபடுத்தப்படவில்லை என GOPL சுட்டிக்காட்டுகிறது. மேலும் இந்தத் தொகையை வழங்குவதற்காக 2010 ஏப்ரல் 07 அன்று GOHL இரு கம்பனிகளுடனும் ஒப்பந்தம் செய்து கொண்டதை அவதானிக்க முடிந்தது.

- 6.14 மேலும், இலங்கையின் அரசாங்க உடைமை இல்லாமல் GOPL கம்பனியின் செயல்பாடுகள் நடத்தப்பட்ட காலத்தில் Browns மற்றும் LOLC கம்பனிகள் மூலம் மேலே உள்ள பத்தி 6.13 இன் படி GOPL கம்பனிக்கு ரூபா 477,006,722 முதலீடு செய்யப்பட்டதாகக் கூறப்பட்டாலும், அமைச்சரவையின் ஒப்புதலைப் பெறும் போது அல்லது பங்குதாரர்களின் ஒப்பந்தத்தில் கையெழுத்திடும் போது அது பற்றி எந்தக் குறிப்பும் வெளிப்படுத்தல்களும் செய்யப்படாததை அவதானிக்க முடிந்தது. மேலும் 2007 அக்டோபர் 15 முதல் 2010 மே 07 வரையிலான காலத்திற்கு அந்த தொகைக்கு 28 சதவீத வருடாந்திர வட்டி விகிதத்தில் ரூபா 312,448,422 தொகையான வட்டியும், 2014 மார்ச் 31 வரையிலான காலத்திற்கு ரூபா 753,115,811 வட்டியாகக் கணக்கிடப்பட்டது அவதானிக்கப்பட்டதுடன், 2014 ஏப்ரல் 01 முதல் 2020 மார்ச் 31 வரையிலான காலப்பகுதிக்கு வட்டி விதிக்கப்பட்டாலும், இது துல்லியமாக அடையாளம் காணப்பட்ட அளவு தொடர்பான தகவல் இல்லை.
- 6.15 அதன்படி, இரு கம்பனிகளின் பங்களிப்பான ரூபா 495,764,700 ஆன மொத்த நன்மதிப்பை பணமாக கொண்டு வரப்படவில்லை என்பதுடன், ஈடுதீரப்பட்டதாகக் கூறப்பட்ட ரூபா 477,006,722 மற்றும் தொடர்புடைய வட்டி ரூபா 18,757,978 ஈடுசெய்யப்பட்டு பங்கு மூலதனமாக ரூபா 495,764,700 மூலதனமாக்கப்பட்ட போதிலும், அது பங்குதாரர்களின் உடன்படிக்கைக்கு இணங்கவில்லை என்பது அவதானிக்கப்பட்டது.
- 6.16 பங்குதாரர்களின் ஒப்பந்தத்தில் நுழைவதற்கு முன் Browns மற்றும் LOLC கம்பனிகள் GOPL கம்பனியால் செய்யப்பட்ட முதலீடுகள், கடன் மூலதனமாகக் கருதப்பட்டு 49 சதவீத பங்கு உரிமைக்கு மூலதனமாக்க 2010 ஜூலை 10 அன்று GOPL கம்பனியின் பணிப்பாளர் சபையால் அங்கீகரிக்கப்பட்டது. இதற்கு பொது திறைசேரியில் இருந்து எவ்வித ஆட்சேபனையும் இல்லை என 2010 ஜூலை 07 ஆம் திகதி கடிதம் மூலம் பொது முயற்சிகள் திணைக்களத்தின் பணிப்பாளர் நாயகம் தெரிவித்துள்ளார் என பணிப்பாளர் சபை அறிக்கைகளில் தெரிவித்தாலும், GOPL கம்பனி, GOPL கம்பனியின் நிறுவன செயலாளரான LOLC Corporate Service (Pvt) Ltன மற்றும் பொது திறைசேரி ஆகியன கணக்காய்வுக்கு அறிவித்துள்ளன.
- 6.17 மேலும், மேற்படி 6.16 இல் காட்டப்பட்டுள்ள விடயங்களின் அடிப்படையில் திறைசேரியின் பொது முயற்சிகள் திணைக்களம் ஒப்பந்தத்தின் விதிமுறைகளை செயல்படுத்துவதில் எந்த ஒழுங்குமுறை அல்லது பின்தொடர்தல் முன்னேற்றத்தையும் அவதானிக்க முடியவில்லை. இது குறித்து திறைசேரியிடம் விசாரித்தபோது, “நிர்வாக ஒப்பந்தத்தில் GOPL கம்பனியின் நிர்வாகத்தை GOHL கம்பனிக்கு மாற்றியிருப்பதால், இது தொடர்பாக பொது முயற்சிகள் திணைக்களம் கடுமையான விதிமுறைகளை உருவாக்க வேண்டிய அவசியம் இல்லை” எனத் தெரிவித்தது. அரசுக்குச் சொந்தமான ஒரு நிறுவனத்தைக் கட்டுப்படுத்துவது படிப்படியாக அரசுக்குப் பாதகமான அரசாங்கக் கட்டுப்பாட்டிலிருந்து படிப்படியாக



விலகுவதற்கு வழிவகுத்தது பொது முயற்சிகள் திணைக்களத்தின் இந்த நடைமுறைகளிலிருந்து அவதானிக்கப்பட்டது.

6.18 GOPL கம்பனி 2009/10 ஆம் ஆண்டிற்கான நிதிக்கூற்றுக்களின் படி, 2010 மார்ச் 31 ஆம் திகதியில் உள்ளபடியான மொத்த நட்டம் ரூபா 549,224,342 மற்றும் அன்றைய நிகர உரிமை ரூபா 549,224,312 ஆன எதிர்மறை இருப்பு காணப்பட்டதுடன், 2009 ஆகஸ்ட் 28 பங்குதாரர்களின் உடன்படிக்கைக்கு வந்தவுடன் அல்லது 2010 ஜூலை 16 பங்கு வெளியீட்டின் போது இது தொடர்பில் பொறுப்பான தரப்பினர் போதிய கவனம் செலுத்தியமை உறுதிப்படுத்தப்படாத காரணத்தினால் இது தொடர்பில் சமர்ப்பிக்கப்பட்டுள்ள அமைச்சரவை பத்திரத்தில் இது தொடர்பான தகவல்கள் உள்ளடக்கப்படவில்லை எனவும் தெளிவுபடுத்தப்பட்டது. அதன்படி, GOPL இன் 51 சதவீத உரிமையை அரசாங்கம் கையகப்படுத்தியபோது, நிறுவனத்தின் பாதகமான நிதி நிலைமையில் 51 சதவீத அரசு பங்களிப்பு (கடப்பாட்டுக்கு உட்படல்) தொடர்பில் கவனம் செலுத்தப்பட்டிருக்கவில்லை.

6.19 மற்றும் மேலே உள்ள பந்தி 6.14 இல் காட்டப்பட்டுள்ளவாறு, செலுத்த வேண்டிய ரூபா 312,448,423 கடன் வட்டியில் (28 சதவீத வட்டி விகிதத்தின் கீழ் கணக்கிடப்பட்ட) ரூபா 18,757,978 ஐ பங்கு மூலதனமாக மாற்றிய பிறகு, Browns மற்றும் LOLC கம்பனிகளுக்கு செலுத்த வேண்டிய வட்டி மீதி ரூபா 293,690,444 என கணக்கிடப்பட்டது. இந்தத் தொகை ஆண்டுக்கு 24 சதவீத வட்டி விகிதத்தில் வழங்கப்படும் கடனாக மாற்றப்பட்டு, 2010 மே 07 ஆந் திகதி Browns மற்றும் LOLC கம்பனிகளிலிருந்து கணக்கு வைக்கப்பட்டிருந்தது. அதன்படி 2010 மே 08 முதல் 2014 மார்ச் 31 வரை ரூபா 447,971,307 வட்டி செலுத்த வேண்டும் என்று அந்த நிறுவனங்கள் கணக்கில் எடுத்துக்கொண்டதுடன், கடன் தவணைத் தொகையை உரிய தேதியில் செலுத்தாதபோது, வழக்கமான அடிப்படையில் மாதந்தோறும் வட்டி கணக்கிடப்படுவதையும் அவதானிக்க முடிந்தது. இதனால் தொடர் வட்டி முறையின் மீதான வட்டியின் மாதாந்திர கணக்கீட்டிலும் திரட்டப்பட்ட வட்டியான ரூபா 447,971,307 தொகையில் ரூபா 173,168,633 ஆன மேலதிக வட்டியும் உள்ளடக்கப்பட்டுள்ளதை அவதானிக்க முடிந்தது.

6.20 கடனாக மாற்றப்பட்ட மேலே 6.19 இல் குறிப்பிடப்பட்டுள்ள ரூபா 293,690,444 மதிப்புக்கு மேலதிகமாக LOLC மற்றும் Browns ஆகிய கம்பனிகளிடமிருந்து 2010 ஏப்ரல் 01 முதல் 2020 மார்ச் 31ஆம் தேதி வரையிலான காலகட்டத்தில் ரூபா 381,025,153 ரூபாயை கடனாக பெற்றுள்ளதாகவும் GOPL கம்பனி தனது நிதிக்கூற்றுக்களில் குறிப்பிட்டுள்ளது. அதன்படி, இந்த இரண்டு நிறுவனங்களும் செலுத்த வேண்டியதாகக் கணக்கு வைக்கப்பட்ட ரூபா 674,715,597 மொத்த கடனில் ரூபா 94,128,972 திருப்பிச் செலுத்தப்பட்டதுடன், மொத்த கடன் தொகையின் வட்டியாக ரூபா 1,783,671,091 கணக்கு வைக்கப்பட்டமையை அவதானிக்க முடிந்தது.

- 6.21 LOLC மற்றும் Browns ஆகிய கம்பனிகள் மூலம் GOHL கம்பனி மூலம் GOPL கம்பனியில் ஈடுபடுத்தப்பட்டதாக குறிப்பிடப்பட்டுள்ள ரூபா 789,455,144 பணத்துக்குரிய, ரூபா 794,547,263 தொகை செலுத்த வேண்டும் என GOHL கம்பனியின் 2010 மார்ச் 31ஆம் தேதியுடன் முடிவடைந்த ஆண்டிற்கான நிதிக்கூற்றுக்களில் சம்பந்தப்பட்ட தரப்பினருக்கு செலுத்த வேண்டிய கடன்கள் மற்றும் சம்பந்தப்பட்ட தரப்பினருக்கு செலுத்த வேண்டிய வட்டி ஆகியவை வகைப்படுத்தப்பட்டன. ஆனால் LOLC மற்றும் Browns ஆகிய கம்பனிகளில் 2010 மார்ச் 31 ஆம் தேதியுடன் முடிவடையும் ஆண்டிற்கான கணக்காய்வு செய்யப்பட்ட நிதிக்கூற்றுக்களில் GOHL இலிருந்து LOLC க்கு அறவிடப்பட வேண்டியதாக ரூபா 170,683,182 தொகையும், Browns நிறுவனத்திற்கு அறவிடப்பட வேண்டியதாக ரூபா 368,657,084 என மொத்தம் ரூபா 539,340,266 மட்டுமே குறிப்பிடப்பட்டிருந்தது. அதன்படி, இரண்டு நிலுவைகளுக்கு இடையே ரூபா 255,206,998 ஆன வித்தியாசம் காணப்படுவதால் LOLC கம்பனி மூலம் GOHL கம்பனி ஊடாக GOPL கம்பனியில் முதலீடு செய்யப்பட்டதாகக் கூறப்பட்ட நிலுவைகள் சரியானவையா என்பது கேள்விக்குரியதாகவே காணப்பட்டது.
- 6.22 GOPL கம்பனியின் முகாமைத்துவ நோக்கங்களுக்காக 2006 அக்டோபர் 04 Gal Oya Holdings (Pvt) Ltd. கம்பனி நிறுவப்பட்டிருந்தாலும், 2010 ஏப்ரல் 26 அன்று GOPL உடன் கையெழுத்திடப்பட்ட நிர்வாக ஒப்பந்தம் GALOYA HOLDINGS PLC என்ற நிறுவனத்துடன் கையெழுத்தானது. அதன்படி பங்குதாரர்களின் ஒப்பந்தத்தில் 5வது திருத்தத்தின் பிரிவு 5.1 இன் படி கையொப்பமிடப்படும் நிறுவனத்துடன் மேற்கண்ட நிர்வாக ஒப்பந்தத்தில் கையெழுத்திடாமல் கம்பனிகளின் பதிவாளர் நாயகத்தின் கீழ் பதிவு செய்யப்படாத GALOYA Holdings PLC உடன் GOPL கம்பனி மேற்படி உடன்படிக்கையில் கையொப்பமிட்டதுடன், அந்த ஒப்பந்தம் சட்டபூர்வமானது அல்ல என்பது அவதானிக்கப்பட்டது.
- 6.23 மேலே உள்ள பத்தி 5.3.1 இல் அமைக்கப்பட்டுள்ளது கூட்டாண்மை ஒப்பந்தத்தின் பிரிவு 7.2.1 GOPL கம்பனியை நிர்வகிக்கும் முகாமைத்துவ கம்பனியான (GOHL) கம்பனி LOLC மற்றும் Browns ஆகிய இரண்டிற்கும் முழுமையாகச் சொந்தமானதாக இருக்க வேண்டும் என்ற போதிலும், இந்நிறுவனம் மேலும் நான்கு நபர்களுக்குச் சொந்தமானது என்பது அவதானிக்கப்பட்டது.
- 6.24 முகாமைத்துவ ஒப்பந்தத்தின் பிரிவு 2.1 இன் படி, ஒப்பந்தம் தொடங்கப்பட்ட நாளிலிருந்து 10 ஆண்டுகளுக்கு செல்லுபடியாகும் என குறிப்பிடப்பட்டாலும், அதன் திகதி குறிப்பிடப்பட வேண்டிய இடம் வெற்றாக வைக்கப்பட்டு ஒப்பந்தம் கைச்சாத்திடப்பட்டதை அவதானிக்க முடிந்தது.
- 6.25 முகாமைத்துவ ஒப்பந்தத்தின் பிரிவு 11.1 இல் கூறப்பட்டுள்ளவாறு கணக்கியல் கொள்கைகளுக்கு இணங்க முழுமையான மற்றும் துல்லியமான கணக்கியல்

பதிவுகளை வைத்திருக்க வேண்டியதுடன், பிரிவு 11.2 இன் படி, மாதாந்திர அறிக்கைகள் தயாரிக்கப்பட்டு கம்பனிக்கு சமர்ப்பிக்கப்பட வேண்டும். மேலும் பிரிவு 11.3 பிரகாரம், ஒவ்வொரு நிதியாண்டின் முடிவிலும் வரைவு நிதிக்கூற்றுக்கள் கணக்காய்வுக்கு சமர்ப்பிப்பதற்கு முகாமைத்துவ நிறுவனம் பொறுப்பாகும் என்று கூறுகிறது. மேலும், பிரிவு 12 இல் கூறப்பட்டுள்ளவாறு கம்பனியின் வருடாந்த வரவு செலவுத் திட்டம் ஒவ்வொரு ஆண்டும் ஜனவரி 31 அல்லது அதற்கு முன் தயாரிக்கப்பட்டு கம்பனியிடம் சமர்ப்பிக்கப்பட வேண்டும், மேலும் நிறுவனத்தின் மனித வள முகாமைத்துவம் நிறுவனத்தால் கையாளப்பட வேண்டும். இருப்பினும், இந்த நடவடிக்கைகள் அனைத்தும் GOHL கம்பனியின் மேற்பார்வை மற்றும் ஒப்புதலுடன் GOPL கம்பனியின் ஊழியர்களால் மேற்கொள்ளப்படுகின்றன என்று கணக்காய்வுகள் தெரிவிக்கப்பட்டது. ஒப்பந்தத்தின் 7.4.1 படி GOPL இன் ஊழியர்கள் எப்போதும் GOPL கம்பனியின் ஊழியர்களாக இருக்க வேண்டும் என்று குறிப்பிடப்பட்டுள்ளது GOHL கம்பனியின் செயல்பாடுகள் GOPL கம்பனியின் ஊழியர்களால் நிகழ்த்தப்பட்டால் அந்த ஒப்பந்தத்திற்கு முரண்பட்டதாக அவதானிக்கப்பட்டது.

- 6.26 ஒப்பந்தத்தின் 19.1.1 பிரிவின் கீழ் தொடர்புடைய நிதியாண்டின் தொடக்கத்தில் இருக்கும் திறைசேரி உண்டியல்களின் விகிதத்திற்கு சமனான குறைந்தபட்ச ஈவுத்தொகை கூட அரசுக்கு செலுத்தக்கூடிய வருடாந்த வரிக்கு பின்னரான இலாபம் பெறாத பட்சத்தில் நிர்வாக நிறுவனத்திற்கு அறிவிப்பதன் மூலம் ஒப்பந்தம் நிறுத்தப்படலாம் என்று நிறுவனம் கூறினாலும், உடன்பாடு எட்டப்பட்டுள்ளது 2010/11 நிதியாண்டு முதல் 2019/20 நிதியாண்டு வரை தொடர்ந்து நடமீட்டியவாறு நடாத்திச்செல்லப்பட்டிருந்தது. மேலும் இவ்வாறானதொரு சூழலில், கம்பனி தனது இலாபத்தை அதிகரிக்கவும் அதன் நிதிகளை நிர்வகிக்கவும் ஊக்குவிக்கும் விதத்தில் ஒப்பந்தம் பேச்சுவார்த்தை நடத்தப்பட்டதை அவதானிக்க முடியவில்லை.
- 6.27 பங்குதாரர்களின் ஒப்பந்தம் 2019 ஆகஸ்ட் 28ஆந் திகதியில் உள்ளபடியாக நிறைவடைய இருந்த போதிலும், அத் திகதியில் உள்ளபடியாக சுமார் 05 வருடங்களுக்கு மேறப்பட்ட காலம் உள்ள போது, உடன்படிக்கை காலம் 2029 ஆகஸ்ட் 27 ஆந் திகதி வரையிலும் மேலும் 10 வருடங்களால் நீடிப்பு செய்ய தீர்மானித்ததாக பொது முயற்சிகள் திணைக்களத்தின் பணிப்பாளர் நாயகத்தின் PE/PL/GOP/GEN/2014 ஆம் இலக்க மற்றும் 2014 யூன் 25 ஆந் திகதிய கடிதத்தின் மூலம் அறிவிக்கப்பட்டிருந்தது. மேலும், அந்த கடிதத்தின் மூலம் GOPL கம்பனியின் அரசாங்கத்திற்குரிய பங்குகளின் அளவில் 41 சதவீதம் வ.ப லங்கா சீனி தனியார் கம்பனிக்கு சாட்டுதல் செய்யப்பட்டு, எஞ்சிய 10 சதவீதமான அளவினை தொடர்ந்தும் அரசாங்கத்திடம் வைத்திருப்பதற்கு தீர்மானம் எடுக்கப்பட்டதாக அறிவிக்கப்பட்டிருந்தது. இந்த விடயங்கள் தொடர்பில் அமைச்சரவைக்கு அறிவித்தமைக்கான தகவல்கள் கணக்காய்வுக்கு சமர்ப்பிக்கப்பட்டிருக்கவில்லை.

- 6.28 முகாமைத்துவ ஒப்பந்தம் 2020 ஏப்ரல் 25ஆம் தேதியுடன் காலாவதியாவதற்கு, அதாவது 05 வருடங்கள் 10 மாதங்களுக்கு அதிகமான காலம் இருக்கும் போது, இந்த நிறுவனத்தின் பாதகமான நிதி நிலை குறித்து முறையான ஆய்வு இல்லாமல், பொது முயற்சிகள் திணைக்களத்தின் பணிப்பாளர் நாயகத்தின் PE/PL/GOP/GEN/2014 ஆம் இலக்க மற்றும் 2014 ஜூலை 31 தேதியிட்ட கடிதம் மூலம் ஒப்பந்தம் மேலும் 10 ஆண்டுகளுக்கு 2030 ஏப்ரல் 25 வரை நீட்டிக்கப்பட்டது. இந்த முடிவின் விளைவாக நிறுவனத்தைப் பற்றி சந்தர்ப்பவாத முடிவெடுக்கும் வாய்ப்புகள் 2030 ஆம் ஆண்டு வரை இழக்கப்பட்டதை அவதானிக்க முடிந்தது.
- 6.29 ரூபா 516 மில்லியன் இலங்கை அரசாங்கத்தால் மதிப்பிடப்பட்டு GOPL கம்பனியால் பயன்படுத்துவதற்கு வாய்ப்பளிக்கப்பட்ட சொத்துக்களுக்கு அரசாங்கம் இதுவரை எந்த ஈவுத்தொகையையும் பெறவில்லை என்றாலும். LOLC மற்றும் Browns ஆகிய இரண்டு நிறுவனங்களால் ஈடுபடுத்தப்பட்டதாகக் குறிப்பிடப்பட்டுள்ள ரூபா 477 மில்லியனுக்காக 2014 மார்ச் 31 வரை மட்டுமே ரூபா 760 மில்லியன் ரூபா வட்டியாக அறவிடப்பட்டுள்ளமை அவதானிக்கப்பட்டது. வட்டியாக வசூலிக்கப்படும் பணத்தை GOPL கம்பனிக்கு திருப்பித் தர வேண்டும் என்று திறைசேரி கணக்காய்வாளர் நாயகத்திற்கு தெரிவித்திருந்தது.
- 6.30 மேலே பந்தி 5.6.1 இல் குறிப்பிட்டுள்ளபடி 2009 ஏப்ரல் 01 முதல் 2020 மார்ச் 31 வரையிலான காலத்திற்கு GOPL மூலம் ரூபா 13,749,926,091 ஈன கடனை பெற்றிருந்ததுடன், அவற்றுள் ரூபா 11,386,392,303 LOLC மற்றும் Browns மற்றும் LOLC துணை நிறுவனங்களிடமிருந்து பெறப்பட்டது. இது மொத்தக் கடனில் 82.8 வீதமாக காணப்பட்டதுடன், இணைந்த நிறுவனங்களிடமிருந்து பெறப்பட்ட கடன்களையும், ரூபா 7,608 மில்லியன் வட்டியையும் திருப்பிச் செலுத்த, அப்போது மத்திய வங்கியால் வெளியிடப்பட்ட முன்னைய வணிகக் கடன் வட்டி விகிதங்களை விட அதிக வட்டி விகிதத்தில் மீண்டும் மீண்டும் அந்த இணைந்த நிறுவனங்களிடம் இருந்து வணிகக் கடன்கள் பெறப்பட்டிருப்பது கவனிக்கப்பட்டது.
- 6.31 மேலும் மேலே குறிப்பிடப்பட்டுள்ள ரூபா 13,749,926,091 ஆன கடன் தொகையில், கம்பனியால் ரூபா 4,787,459,490 கடன் பெறுவது தொடர்பாக (இணைப்பு 32) GOPL கம்பனியின் பணிப்பாளர் சபையின் ஒப்புதல் பெறப்பட்டமைக்கான தகவல் கணக்காய்வுக்கு சமர்ப்பிக்கப்படவில்லை.
- 6.32 இவ்வாறு தொடர்ந்தது GOPL கம்பனியை பராமரிக்க, அசாதாரணமான விதிமுறைகளில் கடன்களைப் பெறுவதில் அரசாங்கத்தால் நியமிக்கப்பட்ட பணிப்பாளர்களால் அரசாங்கத்தின் உரிமை மற்றும் நலன்களைப் பாதுகாக்க. போதுமான மற்றும் பயனுள்ள தலையீடு செய்யப்பட்டது கணக்காய்வுக்கு உறுதிப்படுத்தவில்லை என்பதுடன், பொது திறைசேரியின் பொது முயற்சிகள்

திணைக்களத்தினால் இது தொடர்பாக பயனுள்ள கண்காணிப்பு அல்லது ஒழுங்குமுறையை மேற்கொள்ளவில்லை. இது தொடர்பாக பொது திறைசேரியிடம் வினவிய போது பொது முயற்சிகள் திணைக்களத்தினால் “GOPL நிறுவனத்தின் நேரடி மேற்பார்வையை மேற்கொள்வதில்லை எனவும், மேலும் ஒரு பங்குதாரராக, திறைசேரி செயலாளரால் செய்யப்பட வேண்டிய பணிகளுக்குத் தேவையான ஏற்பாடுகளைச் செய்கிறது எனவும்” கணக்காய்வுக்கு அறிவித்திருந்தது.

- 6.33 GOPL கம்பனியால் இந்த நிறுவனத்தின் நிதிச் செயற்பாடுகளை ஆராயும் போது, 2012/13 இல் முதல் தடவையாக ரூபா 62 மில்லியன் மொத்த இலாபத்தை ஈட்டியுள்ளதுடன், ஏற்ற இறக்கங்களுடன் 2019/20 இறுதிக்குள் ரூபா 1,233 மில்லியன் மொத்த லாபம் பதிவு செய்யப்பட்டதுடன், இது 2012/13 ஐ விட 1,888 சதவீதம் அதிகரிப்பாகும்.
- 6.34 2012/13 முதல் 2019/20 வரை கம்பனியின் மொத்த இலாப வளர்ச்சியை அடைந்திருந்தாலும், நிறுவனத்திற்கு ஏற்பட்ட பெரும் நிதிச் செலவின் காரணமாக, 2012/13 ஆம் ஆண்டின் ரூபா 453 மில்லியன் நிகர நட்டம் 2019/20 இல் ரூபா 1,430 மில்லியனாக அதிகரித்திருந்தது.
- 6.35 2009/10 முதல் 2019/20 வரையிலான காலகட்டத்தில் நிதி கிரயம் ரூபா 8,039 மில்லியன் என கணக்கிடப்பட்டுள்ளதுடன், அந்தக் காலகட்டங்களில் கம்பனியின் மொத்த நட்டம் ரூபா 8,302 மில்லியனாக காணப்பட்டது. இவ்வளவு பெரிய ஒட்டுமொத்த நட்டத்திற்கு நிதிக் கிரயமும் பெரும் பங்களிப்பை அளித்தது அவதானிக்கப்பட்டது.
- 6.36 GOPL கம்பனியை நிர்வகிக்கும் GOHL கம்பனி, நிர்வாக மற்றும் நிதி முகாமைத்துவத்தின் போது LOLC குழுமத்துடன் நேரடியாகவோ அல்லது மறைமுகமாகவோ பங்குதாரர்கள் அல்லது பணிப்பாளர் சபையின் தொடர்பு கொண்ட நிறுவனங்களிடமிருந்து பெறப்பட்ட கடன்களுக்கு GOPL கம்பனியின் மொத்த லாபத்துடன் ஒப்பிடும்போது அதிக நிதிச் செலவுகளை மேற்கொண்டதன் விளைவாக GOPL கம்பனி தொடர்ந்தும் நட்டமடையும் நிலைக்கு உள்ளாகியிருந்தமை அவதானிக்கப்பட்டது.
- 6.37 மேலே 6.29 இல் குறிப்பிடப்பட்டுள்ள கடன்கள் 15 முதல் 24 சதவீதம் வரையிலான வட்டி விகிதத்தில் பெறப்பட்டன. கடன் வட்டி தாமதமானால், அந்த வட்டி விகிதங்கள் வருடாந்தம் 48 சதவிகிதம் (மாதத்திற்கு 4 சதவிகிதம் வரை) என்ற கூடிய விகிதத்தின் கீழ் உடன்படிக்கை கைச்சாத்திடப்பட்டிருந்தது. அதனடிப்படையில், சாதாரண கடன் சந்தை கடன் விதிமுறைகள் மற்றும் வட்டி விகிதங்களை விஞ்சி இணைந்த நிறுவனங்களிடமிருந்து கடன் பெறப்பட்டதை அவதானிக்க முடிந்தது. இதனால் சாதகமற்ற கடன் விதிமுறைகளில் கடன் பெறுதல் மற்றும் நிறுவனத்தின் மோசமான நிதி நிலைமைக்கு முகாமைத்துவ நிறுவனத்தின் மோசமான நிதி மற்றும்

தொழில்முறை அல்லாத நிதி முகாமைத்துவம் காரணமாக இருந்தது அவதானிக்கப்பட்டது.

- 6.38 2009/10 நிதியாண்டில் நிறுவனத்தின் மொத்த சொத்துக்களில் கடன் மூலதனத்தை பிரதிநிதித்துவப்படுத்தும் சதவீதம் 18.2 சதவீதமாக இருந்ததுடன், 2019/20 நிதியாண்டில் 218 சதவீதமாக அதிகரித்துள்ளது. அதே சமயம், அந்தக் காலகட்டங்களில் கடன் மூலதன விகிதம் 1:0.6 இலிருந்து 1:5.8 ஆக மிகவும் சாதகமற்ற முறையில் வளர்ச்சியடைந்திருந்தது.
- 6.39 GOPL கம்பனியின் நிதி அறிக்கைகளில் 2012/13 GOHL கம்பனியிலிருந்து பெற வேண்டியதாக நடைமுறைச் சொத்துகளின் கீழ் குறிப்பிடப்பட்டுள்ள மீதியான ரூபா 49,982,044 இல் ரூபா 32,082,938 மற்றும் அதற்கேற்ப GOHL கம்பனியில் 2012/13 நிதிநிலை அறிக்கைகளில் GOPL கம்பனிக்கு செலுத்த வேண்டிய ரூபா 32,082,938 தொகை கணக்குகளில் இருந்து அகற்றப்பட்டதை அவதானித்தாலும், அதற்கான காரணங்கள் கணக்காய்வுக்கு முன்வைக்கப்படவில்லை. GOPL நிதிநிலை அறிக்கைகளில் காணப்பட்ட மீதமுள்ள தொகையின் அடிப்படையில் ரூபா 6,258,170 அழிவு நட்டங்களுக்காக ஒதுக்கங்கள் (Impairment) மேற்கொள்ளப்பட்டு மீதி ரூபா 11,640,936 தொகை GOHL கம்பனியிலிருந்து பெற வேண்டிய தொகையாக கணக்கு அறிக்கைகளில் குறிப்பிடப்பட்டிருந்தது.
- 6.40 மேலும் GOPL கம்பனியில் 2007/2008 ஆம் ஆண்டில் நிதிநிலை அறிக்கைகளில் GOHL கம்பனியிலிருந்து பெற வேண்டியதாக ரூபா 16,660,724 மீதியொன்று இருந்தாலும், GOHL கம்பனியின் நிதி அறிக்கைகளில் GOPL கம்பனிக்கு செலுத்த வேண்டிய நிலுவைத் தொகையைக் குறிப்பிடவில்லை மற்றும் அதற்கான காரணங்களை கணக்காய்வுக்கு வெளியிடவில்லை.
- 6.41 மேலே பந்தி 5.5.8 இல் குறிப்பிட்டுள்ளபடி GOPL கம்பனியின் 2010 மார்ச் 31 க்கு முன் அறவிடப்பட வேண்டிய சொத்துக்களின் கீழ் கரும்பு விவசாயிகளுக்கான கடன்கள் ரூபா 44,006,905 மற்றும் உயிரியல் சொத்துக்கள் ரூபா 4,389,652 என 2011/12 கணக்குகளில் கூறப்பட்ட மொத்தத் தொகையான ரூபா 48,396,557 ஆனது 2012/13 ஆம் ஆண்டில் கணக்குகளில் இருந்து நீக்கப்பட்ட போதிலும், இதற்கான காரணங்கள் கணக்காய்வுக்கு வெளிப்படுத்தப்படவில்லை.
- 6.42 GOPL கம்பனியின் முகாமைத்துவ நோக்கங்களுக்காக நிறுவப்பட்ட GOHL கம்பனியின் நிதி நிலைமை தொடர்பான கண்டறிந்த அவதானிப்புகள் பின்வருமாறு.
- 6.42.1 2009/10 முதல் 2019/20 வரையிலான நிதியாண்டுக்கான GOHL கம்பனியின் நிதிநிலை அறிக்கைகளின்படி, கம்பனி 2016/17 முதல் 2019/20 வரை

எந்தவிதமான செயல்பாட்டு வருமானத்தையும், பணப் பரிவர்த்தனைகளையும் ஈட்டவில்லை என்பது அவதானிக்கப்பட்டது.

6.42.2 GOHL கம்பனியின் 2010 ஏப்ரல் 01ஆம் திகதியில் உள்ளபடியான அசையாச் சொத்துகளாக ரூபா 10,909,900 மதிப்புள்ள கார்கள் மற்றும் ரூபா 158,783 மதிப்புள்ள அலுவலக உபகரணங்கள் மற்றும் பிற சொத்துக்கள் 2017 மார்ச் 31 ஆந் திகதியில் உள்ளபடியாக பூஜ்ஜியமாக இருந்தது. இது 2020 மார்ச் 31 வரை பூஜ்ஜியமாகவே இருந்தது. 2010 ஏப்ரல் 01ஆம் திகதியில் உள்ளபடியாக ரூபா 477,516,136 நடைமுறையல்லா பொறுப்புக்கள் 2016 மார்ச் 31 திகதியில் பூஜ்ஜியமாக இருந்தது. அதன்படி, 2015/16 முதல் 2019/20 வரையிலான 05 ஆண்டுகளில் GOHL கம்பனியின் சொத்துக்கள் மற்றும் பொறுப்புகள் பூஜ்ஜிய மதிப்பைக் கொண்டிருந்தன.

6.42.3 2009/10 நிதியாண்டிற்கான நிர்வாகச் செலவு மற்றும் நிதிச் செலவு முறையே ரூபா 11,693,094 மற்றும் ரூபா 1,276,065 ஆக காணப்பட்டதுடன், அது 2019/20 நிதியாண்டில் முறையே ரூபா 329,020 மற்றும் ரூபா 1,650 ஆக காணப்பட்டது.

6.42.4 அதன்படி GOPL கம்பனியின் முகாமைத்துவத்தை மேற்கொள்ளும் நிர்வகிக்கும் GOHL கம்பனி திறம்பட செயல்படாத, சொந்த பணியாளர்கள் இல்லாத, பணிப்பாளர் சபைக்கு மட்டுப்படுத்தப்பட்ட கம்பனியாக காணப்பட்டமை அவதானிக்கப்பட்டது.

6.42.5 GOPL கம்பனியின் நிர்வாகத்திற்காக நிறுவப்பட்ட இந்த GOHL கம்பனி ஸ்தாபிக்கப்பட்டமையால், அந்த முகாமைத்துவ ஒப்பந்தத்தில் கூறப்பட்ட நோக்கங்களை நிறைவேற்றவில்லை என்பதும், இந்த கம்பனியை நிறுவியும் பலனளிக்கவில்லை என்பது அவதானிக்கப்பட்டது.

**6.43 மதுவரித் திணைக்களத்தின் அனுமதியின்றி மதுபான உற்பத்தியில் ஈடுபடல்**

6.43.1 மேலே 5.8.3 ல் கூறப்பட்டுள்ளபடி, அரசுக்கு சொந்தமான நிறுவனமான GOPL, சட்டவிரோத வணிக நடவடிக்கைகளில் ஈடுபட்டதற்காக ரூபாய் 4.85 மில்லியன் அபராதம் செலுத்த வேண்டியிருந்தமை அவதானிக்கப்பட்டது.

6.43.2 அமைச்சரவை ஒப்புதல்களின்படி HSIL கம்பனியின் முகாமைத்துவம் தனியாருக்குச் சொந்தமான கூட்டு முயற்சிக்கு ஒப்படைக்கும் பிரதான பணியொன்றாக உப உற்பத்தியாக மின்சாரத்தை உற்பத்தி செய்து மின்சார சபையுடன் மின்சாரத்தை கொள்வனவு செய்யும் உடன்படிக்கையின் அடிப்படையில் மின்சாரக் கட்டமைப்பை போஷித்தல் ஆன போதிலும், அது இடம்பெற்றிருக்கவில்லை என்பது அவதானிக்கப்பட்டதுடன், இலங்கை பெற்றோலியக் கூட்டுத்தாபனத்துடன் GOPL கம்பனி உற்பத்தி செய்யும் எத்தனோலை E – diesel ஆக மாற்றுவதற்கு ஒப்பந்தம்

மேற்கொள்ளப்பட்ட போதிலும், E – diesel உற்பத்தி செய்யப்படவில்லை என்பது அவதானிக்கப்பட்டது.

6.44 சிறு அளவிலான விவசாய வியாபார பங்குடமை நிகழ்ச்சித்திட்ட (SAPP) கடன் முறைமையினை நடைமுறைப்படுத்தும் போது இனங்காணப்பட்ட அவதானிப்புகள் பின்வருமாறு.

6.44.1 கம்பனியால் சமர்ப்பிக்கப்பட்டு அங்கீகரிக்கப்பட்ட திட்ட அறிக்கையின்படி, கரும்பு சாகுபடிக்கு ஒரு விவசாயிக்கு மானியமாக பயன்படுத்தக்கூடிய மொத்த மதிப்பு ரூபா 78,000 பெறுமதியான 03 இயந்திரங்களை வழங்குவதற்கு தீர்மானிக்கப்பட்டுள்ள போதிலும் கணக்காய்வுத் திகதியான 2021 மார்ச் 30ம் தேதிக்குள் விவசாயிகளுக்கு ரூபா 34,500 மதிப்புள்ள ஒரே ஒரு பல்செயல் இயந்திரம் மட்டும் வழங்கப்பட்டிருந்தமை அவதானிக்கப்பட்டது.

6.44.2 மானியத்தின் கீழ் விவசாயிகளுக்கு விநியோகம் செய்வதற்காக வாங்கப்பட்ட பல்நோக்கு இயந்திரம் புல்வெளி வெட்டுதல் மற்றும் களைகளை ஒழித்தல் வேலை ஆகிய இரட்டை வசதிகளைக் கொண்டிருப்பதால் மீதமுள்ள இரண்டு இயந்திரங்கள் தேவையில்லை என்று திட்டத்தினால் தீர்மானிக்கப்பட்டது. மீதமுள்ள இயந்திரங்கள் கணக்காய்வுத் திகதியான 2021 மார்ச் 30 வரை வாங்கப்படவில்லை என்பதுடன், 03 இயந்திரங்களை கொள்வனவு செய்வதற்கு ஒதுக்கப்பட்ட தொகை ரூபா 312,000,000 ஒதுக்கீட்டில் ரூபா 174,000,000 அல்லது 56 சதவீதம் ஒதுக்கீட்டில் இன்றுவரை திட்ட அலுவலகத்தில் இருந்ததை அவதானிக்க முடிந்தது.

6.44.3 இந்த திட்டத்தின் கீழ் விவசாயிகளுக்கு மானியமாக வழங்க திட்டமிட்டு எஞ்சிய ரூபா 174,000,000 ஒதுக்கீடுகளைப் பயன்படுத்தி 05 பதிவு செய்யப்பட்ட விவசாய சங்கங்களுக்கு அறுவடை இயந்திரங்களை வழங்குவதற்காக GOPL கம்பனி மூலம் மீண்டும் ஒரு செயற்திட்ட அறிக்கையைத் தயாரிக்கவும் IFAD க்கு சமர்ப்பிக்கப்பட்டாலும், அதற்கான அனுமதி கிடைக்காததால் அது வழங்கப்படவில்லை. அதன்படி GOPL கம்பனியால் முறையான ஆய்வின்றி ஆரம்ப செயற்திட்ட அறிக்கை சமர்ப்பிக்கப்பட்டிருப்பது என்பது அவதானிக்கப்பட்டது.

6.44.4 மேற்கூறியவாறு விவசாயிகளுக்கு வழங்கப்பட்ட பல்நோக்கு இயந்திரங்களைப் பொறுத்த வரையில் இயந்திரங்களை விவசாயிகளிடம் ஒப்படைப்பதற்கான பட்டியல், அவற்றின் பயன்பாடு தொடர்பான பதிவுகள் மற்றும் தற்போதைய செயல்பாடு பற்றிய அறிக்கைகள் எதையும் GOPL கம்பனியால் பராமரிக்கப்படவில்லை.

6.44.5 GOPL கம்பனி மூலம் தயாரிக்கப்பட்டு சமர்ப்பிக்கப்பட்ட செயற்திட்ட அறிக்கையின்படி விவசாயிகளுக்கு மானியமாக வழங்க திட்டமிட்ட 03 இயந்திரங்களில் சேர்க்கப்பட்டுள்ள பல்நோக்கு இயந்திரத்தைப் பயன்படுத்தி புல் வெட்டும் இயந்திரத்தின் மூலம் அதே பணிகளைச் செய்ய முடியும் என்பதனால் புல்



வெட்டும் இயந்திரத்துக்குப் பதிலாக விவசாயிகளுக்குப் பயன்படும் மற்றொரு இயந்திரத்தை பெறும் வாய்ப்பு இழக்கப்பட்டிருந்தது.

6.44.6 விவசாயிகளுக்கு 4000 திரவ தெளிப்பான்களை வழங்க ரூபா 56,000,000 ஒதுக்கப்பட்டுள்ள போதிலும், அந்த ஏற்பாடுகளை பயன்படுத்தி இயந்திரம் வழங்க நடவடிக்கை எடுக்கப்படாததுடன், கரும்புச் செய்கையில் பூச்சி மற்றும் களைகளைக் கட்டுப்படுத்த திரவத் தெளிப்பான் தேவை என விவசாயிகள் தெரிவித்த போதிலும் விவசாயிகளின் தேவை பூர்த்தி செய்யப்படாததை அவதானிக்க முடிந்தது.

6.44.7 விவசாயிகளுக்கு SAPP கடன் திட்டத்தின் கீழ் கடன் உதவி வழங்குவதில் விவசாயிகளைத் தேர்ந்தெடுப்பதற்குக் கருத்தில் கொள்ள வேண்டிய அளவுகோல்களாக பின்வரும் விடயங்களை கருத்திற்கொள்ளுமாறு செயற்திட்ட அலுவலகத்தால் குறிப்பிடப்பட்டுள்ளது.

- ஒரு விவசாயிக்கு ஒரு ஹெக்டேருக்கும் குறைவான நிலம் இருக்க வேண்டும்.
- ஒரு விவசாயியின் மொத்த வருமானத்தில் குறைந்தபட்சம் 50 சதவீதம் விவசாயம் தொடர்பான வருமானத்திலிருந்து பெறுதல்.
- மாத வருமானம் ரூபா 25,000 - ரூபா 30,000க்கு குறைவாக பெறுதல்.
- இதற்கு முன்னைய திட்டத்தால் பயனடையாத விவசாயியாக இருத்தல்.

மேற்குறிப்பிட்ட அளவுகோல்களை கருத்தில் கொள்ளுமாறு அறிவுறுத்தப்பட்ட போதிலும், இந்த கடன் திட்டத்தின் கீழ் கல்லோயா பிளான்டேஷன் கம்பனி விவசாயிகளுக்கு மேற்படி அளவுகோல்களை பொருட்படுத்தாமல் கடன் மானியங்களை வழங்கியிருந்ததை அவதானிக்க முடிந்தது.

6.45 SAPP செயற்திட்டத்தின் கீழ் 4000 விவசாயிகளுக்கு வழங்கப்பட்ட கடன் தொகை தொடர்பில் இனங்காணப்பட்ட அவதானிப்புகள் பின்வருமாறு.

6.45.1 ஹட்டன் நஷனல் வங்கி அம்பாறை, உஹன சியம்பலாண்டுவ கிளைகளில் விவசாயிகளின் பெயரில் வங்கிக் கணக்குகள் ஆரம்பிக்கப்பட்டதுடன், விவசாயிகளுக்கு அங்கீகரிக்கப்பட்ட ரூபா 923,660,000 கடன் வங்கிக் கிளைகளால் விவசாயிகளின் வங்கிக் கணக்கில் செலவு வைக்கப்பட்டுள்ளது. பின்னர் விவசாயிகளின் கணக்கில் கடன் செலவு வைக்கப்பட்ட கடன் தொகைகள் முறையான அறிவிப்பு இல்லாமல் கணக்கு தொடங்கும் போது விவசாயிகளிடம் இருந்து பெறப்பட்ட கடிதங்களின் அடிப்படையில் அந்தப் பணத்தில் ரூபா 919,995,617 தொகை அதாவது 99.6 சதவீதம் ஹட்டன் நேஷனல் வங்கியின் அம்பாறை கிளையின் கல்லோயா பிளான்டேஷன் (தனியார்) கம்பனியின் பெயரில்

பராமரிக்கப்படும் 058010007001 என்ற இலக்கமுடைய வங்கிக் கணக்குக்கு மாற்றப்பட்டிருந்தது.

6.45.2 மேலும் ஊடுபயிராக பயிரிட தேவையான நாற்றுகளை பெற ஒரு விவசாயிக்கு ரூபா 15,750 படியாக 4000 கரும்பு விவசாயிகளுக்கு ரூபா 63,000,000 கடன் வழங்கப்பட்டுள்ள போதிலும், கம்பனியால் விவசாயிகளுக்கு விநியோகிக்கப்பட்ட ஊடுபயிர் விதைகளின் அளவு குறித்த பதிவேடு எதையும் நிறுவனம் பராமரிக்கவில்லை மற்றும் மேற்படி தொகையான ரூபா 63,000,000 நிறுவனத்தால் பயன்படுத்தப்பட்டுள்ளது.

6.45.3 விவசாயிகளின் கணக்கில் செலவு வைக்கப்பட்ட முழு கடன் தொகையும் கல்ஓயா பிளான்டேஷன் (தனியார்) கணக்கிற்கு மாற்றப்பட்டதன் காரணமாக விவசாயிகளின் கணக்குகளை பராமரிக்க போதிய நிதியின்மையால் பெருமளவிலான விவசாயிகளின் கணக்குகள் செயலிழந்துள்ளதாக கணக்காய்விற்கு தெரிவிக்கப்பட்டுள்ளது.

6.45.4 SAPP கடன் ஒப்பந்தத்தில் பத்தி 7 (C) இன் படி கம்பனிக்கு விவசாயிகள் செலுத்தும் கரும்புகளுக்குரிய பணத்தை விவசாயிகள் பராமரிக்கும் கணக்குகளில் செலவு வைக்க வேண்டும் என கம்பனிக்கு அறிவுறுத்தப்பட்டாலும், அந்த அறிவுறுத்தல்களின்படி கம்பனி செயல்படவில்லை. இந்தக் கடன்களை வழங்குவதன் நோக்கங்களில் ஒன்றாக விவசாயிகளின் மூலதனத் திறனை அதிகரிப்பது மற்றும் முறையான வங்கித் திறனை வளர்ப்பது ஆன போதிலும், அந்த நோக்கம் உரிய முறையில் நிறைவேற்றப்படவில்லை என்பதும் அவதானிக்கப்பட்டது.

6.45.5 ஒரு விவசாயிக்கு வழங்கப்படும் ரூபா 230,915 ஆன கடனுக்காக விவசாயிகளுக்கு கம்பனியால் வழங்கப்படும் கரும்புத் தண்டுகள் மற்றும் துணை விதைகள், உரங்கள் மற்றும் களைக்கொல்லிகளை எடுத்துச் செல்வதற்கும், நிறுவனம் வழங்கும் அறுவடை மற்றும் போக்குவரத்துக்கும் கடன தொகையிலிருந்து பணம் வசூலிக்கப்படுகிறது. கடனுக்கான முழு வட்டியும் விவசாயிகளால் செலுத்தப்படுவதுடன், கம்பனிக்கு சேவைகளை வழங்குவதற்கு முன்னர் விவசாயிகளுக்கு வழங்கப்பட்ட கடனை முழுமையாக நிறுவனத்திற்கு மாற்றி நிறுவனம் வழங்கும் கடனை விவசாயிகளுக்கு பயன்படுத்தும் நிலை ஏற்பட்டுள்ளதை அவதானிக்க முடிந்தது.

## 07. பரிந்துரைகள்

7.1 அரசிற்கு 51 சதவீத உரித்துடன் மற்றும் அரசு சொத்துக்களை பயன்படுத்தி நடாத்திச் செல்லப்பட்டிருந்த GOPL கம்பனியின் தொழிற்பாடு தொடர்பில் பொது திறைசேரியின் கண்காணிப்பை பரவலாக்குவதன் மூலம் அரசு உரித்தினை சான்றுபடுத்தல் மற்றும் கம்பனியை இலாபமீட்டும் நிலைக்கு உள்ளாக்குவதன் மூலம் அரசாங்கத்திற்கு உரித்தாக வேண்டிய வருமானத்தினை உரிய முறையில் பெற்றுக்கொள்ள நடவடிக்கை எடுத்தலும்.

(தொடர்பு: 6.5, 6.16, 6.17, 6.29, 6.32)

7.2 கம்பனிக்கு தாக்கம் செலுத்தும் விடயங்கள் தொடர்பில் உடன்படிக்கை கைச்சாத்திடும் போது அரசின் உரிமைகள் பாதுகாக்கப்படும் விதத்தில் செயற்படல்

(தொடர்பு: 6.1,6.18,6.24,6.27,6.28)

7.3 கம்பனிக்காக நிதியீட்டும் போது இயலுமமான அளவில் நெகிழ்வான நிபந்தனைகளுடனான மிகக் குறைந்த நிதிக் கிரயத்துடனான நிதியீட்டத்தினை மேற்கொண்டு, தொடர்ச்சியான செயற்பாட்டு செயற்திறனின்மைகளை குறைத்துக்கொள்ள நடவடிக்கை எடுத்தல் மற்றும் அதற்கு முரணாக ஏதேனும் தரப்பினரின் நலனுக்காக செயற்பட்டுள்ளதா என்பது தொடர்பில் கவனம் செலுத்துதல்.

(தொடர்பு: 6.19,6.30,6.31,6.36,6.37)

7.4 தற்போது உள்ளாட்டு சீனித் தேவைப்பாட்டில் உள்ளாட்டு உற்பத்தி சுமார் 9 சதவீதமாக உள்ளதுடன், அந்த அளவினை அதிகரிப்பதன் மூலம் இறக்குமதியை கட்டுப்படுத்துவதற்கு உச்ச அளவில் முயற்சி எடுப்பதற்கும் கரும்பு விவசாயிகளின் பொருளாதார நிலைமையை மேம்படுத்தும் வகையில் கம்பனியின் பணிகளை செயற்படுத்தல் மற்றும் 2007 மார்ச் 30 ஆந் திகதிய அமைச்சரவை தீர்மானத்தின் தேவைப்பாடுகளை பூர்த்தி செய்யும் பணிகள்.

(தொடர்பு: 6.44, 6.35)

7.5 கம்பனியுடன் உடன்படிக்கை கைச்சாத்திட்டமையால் எதிர்பார்த்த நோக்கங்களை நிறைவேற்ற முடியாதிருந்தமையால் முகாமைத்துவ ஒப்பந்தத்தை முடிவுறுத்தி, இந்த நிறுவனத்தின் முகாமைத்துவத்தினை GOPL கம்பனிக்கு ஒப்படைப்பதற்குள்ள இயலுமை தொடர்பில் ஆராய்தல்.

(தொடர்பு: 6.42)

7.6 இலங்கை அரசு, Browns மற்றும் LOLC மற்றும் GOPL ஆகிய கம்பனிகளால் 2009 ஆகஸ்ட் 28ஆந் திகதி கைச்சாத்திடப்பட்ட பங்குதாரர் உடன்படிக்கைக்கு இணங்குவதற்காக அமைப்பு அகவிதியினை திருத்துதல் தொடர்பில் கவனம் செலுத்துதல்.

(தொடர்பு: 6.11 )

7.7 அரசாங்கத்துடன் உடன்படிக்கை கைச்சாத்திடாது, அரசாங்கத்திற்கு சொந்தமான ஆதனங்களை கம்பனி பயன்படுத்தியுள்ளமை அவதானிக்கப்படுவதால் அது தொடர்பில் பொருத்தமான நடவடிக்கை எடுத்தல்.

(தொடர்பு: 6.6 )

7.8 பங்குதாரர்களின் உடன்படிக்கையில் மற்றும் முகாமைத்துவ உடன்படிக்கையில் உள்ளடக்கப்பட்டுள்ள நிபந்தனைகளை துரிதமாக நிறைவேற்றுவதற்கு தேவையான ஏற்பாடுகளை மேற்கொள்ளல் மற்றும் போதிளவான பகுப்பாய்வின் பின்னர் உடன்படிக்கைக் காலத்தினை நீடித்தல் தொடர்பில் கவனம் செலுத்த வேண்டியமை.

(தொடர்பு: 6.27, 6.28 )

7.9 கம்பனியால் அதனுடன் தொடர்புடைய கம்பனிகளிடமிருந்து உயர் வட்டி வீதங்கள் மற்றும் கம்பனிக்கு பாதகமான நிபந்தனைகளின் கீழ் பெற்றுக்கொள்ளப்பட்டுள்ள கடன்கள் தொடர்பில் பகுப்பாய்வு செய்து அந்த வட்டி வீதங்கள் மற்றும் நிபந்தனைகளை குறைப்பது தொடர்பில் கவனம் செலுத்துதல்.

(தொடர்பு: 6.30 )

7.10 உள்நாட்டு வலுச்சக்தி தேவைப்பாட்டினை நிறைவேற்றும் மாற்றீடாக இனை உச்சமாக பயன்படுத்தும் இயலுமை தொடர்பில் கவனம் செலுத்துதல்.

(தொடர்பு: 6.43.2)

7.11 அரசு முயற்சிகளை மீள கட்டமைக்கும் போது அரசின் உரிமைகள் மற்றும் அரசிற்கு கிடைக்கும் பொருளாதார பெறுபேறுகள் தொடர்பில் ஏற்படும் நீண்ட கால தாக்கம் தொடர்பில் கவனம் செலுத்துதல்.

(தொடர்பு: 6.1-6.45)

7.12 மிகவும் உயர்வான வட்டி வீதங்களில் மற்றும் அசாதாரணமாக கடன் நிபந்தனைகளின் கீழ் பாரிய அளவிலான கடனைப் பெற்றுக்கொள்ள அரசினை பிரதிநிதித்துவப்படுத்தும் பணிப்பாளர்கள் உள்ளடங்கலாக GOPL இன் பணிப்பாளர் சபையின் அங்கீகாரம் வழங்கப்பட்டமை தொடர்பில் கவனம் செலுத்துதல்.

(தொடர்பு: 6.29, 6.30,6.31,6.34,6.35,6.36,6.37)

ஓய்ம்./டபிள்யூ. பி. சீ. விக்ரமரத்ன.  
கணக்காய்வாளர் தலைமை அபிபதி

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கணக்காய்வாளர் தலைமை அபிபதி

2021 நவம்பர் 23 ஆந் திகதி

# **Special Audit Report on the Operations of the Galoya Plantation (Pvt) Limited established for the operations of the Hingurana Sugar Factory.**

## **Executive Summary**

The Hingurana Sugar Factory which was established in the 1960s with the objective of uplifting the local sugar industry was privatized in the year 1993. Being unsuccessful in its privatization, the Factory was taken over by the Government again in 1997 and resumed production, whereas the production process had to be ceased in September 1997.

Measures had been taken to retire the employees who were working in the factory where the production was thus stopped and restructuring of the factory had been initiated in the year 2006.

Under this restructuring process, the approval of the Cabinet of Ministers had been granted in the year 2006 to commence the operations of the Hingurana Sugar Factory as a joint venture between the Government of Sri Lanka and a private sector consortium led by Brown & Company PLC and Lanka ORIX Leasing Company PLC. Accordingly, a shareholding agreement had been entered into with the Government in the year 2009 and the operations of the industry were maintained by a company called Galoya Plantation (Pvt) Ltd (GOPL) which had been established without government contribution during the period 2006-2009.

Accordingly, this report was issued by taking into account the situation during which the company was in operation without any government contribution as well as the situation that cropped up after the agreement was entered into to establish the state-owned company in 2009.

After reaching the shareholding agreement in the year 2009, the company had carried out its share issuance in the year 2010. In this share issuance, 51 per cent of the ownership of the company was retained by the Government while 49 per cent owned by the private sector together with Brown & Company and LOLC.

Although the private sector, which owns the 49 per cent of the shareholdings as mentioned above, should have bring the relevant consideration in cash, the consideration had not so brought in cash and an amount alleged to have been invested by the private sector in the GOPL during the period where the Government did not have ownership in the company in 2006-2009 had been offset as the said consideration. Further, action had been taken to charge 28 per cent interest for the amount alleged to have been invested and it was also observed that loans had been continuously obtained from the subsidiaries of the aforesaid LOLC under the abnormal terms and comparatively higher interest rates for the affairs of the company.

As a result of obtaining loans under high interest rates and in certain cases, under the Compound interest rate, the GOPL had to incur high financial cost. Further, although the company was succeeded in earning a gross profit under numerous fluctuations since the year 2009, it was observed that this high financial cost had mainly contributed to recording continuous losses from the year 2009 to 2020.

Further, it was observed that there was no sufficient direct supervision by the Treasury regarding this state-owned company and the government did not receive any dividends in accordance with the shareholding agreement. In this backdrop, the value of the liabilities in excess of the assets of the company had been Rs. 7,521 million as at 31 March 2020. Furthermore, both the parties had failed to accomplish certain conditions included in the agreement at the time of reaching the shareholding agreement. Although the management of the GOPL had been vested in the GOHL, the continuous operating inefficiency of the GOPL demonstrated that the desired objective had not been met.

Accordingly, this report recommends that the government ownership of the GOPL with 51 per cent shareholdings to the government and maintained using the government properties should be ensured by expanding supervision of the General Treasury with respect to the operations of the company; action should be taken to properly recover the revenue due to the government by making maximum efforts to make the company profitable; the sugarcane farmers should be given fair benefits; and as the current sugar production in the country accounts for only 09 percent of the local sugar requirement, the operations of the company should be steered towards making maximum effort to increase that production and thereby limit the sugar importation in the country.

## **01. Background of the Report**

The Hingurana Sugar Factory, privatized in the year 1993, was taken over by the Government in 1997 thereby resuming the production process. However, the production came to a halt in September of the same year, and all the employees were requested for voluntary retirement. Cabinet approval had been given in the year 2006 for a Consortium of investors which was established by amalgamating the Government and private companies being, Brown and Company and Lanka ORIX Leasing company PLC, be entrusted to develop this factory the production process of which had remained discontinued continuously.

Following the agreement entered into with the Government in the year 2009, and using the assets of the Government, the Gal Oya Plantations (Pvt) Limited (GOPL) commenced operations as a Government-owned private company with 51 per cent of shares owned by the Government of Sri Lanka (GOSL) and 49 per cent of shares owned by the Brown and Company (Browns) and Lanka ORIX Leasing Company (LOLC).

Considering the request made to me by the Secretary to the State Ministry of Development of Minor Crops Plantation Including Sugarcane, Maize, Cashew, Pepper, Cinnamon, Cloves, Betel, Related Industries and Export Promotion elaborating on certain problematic areas of the newly formed GOPL and by virtue of the powers vested in me through the Article 154 (1) of the Constitution of the Democratic Socialist Republic of Sri Lanka to conduct audits on a public company, along with the authority that I am entrusted with by the National Audit Act, No. 19 of

2018, this audit was conducted by also taking into account the matters identified in the annual financial audits conducted on these Companies since the year 2017.

## **02. Scope of the Audit**

This audit was conducted on the restructuring process of the Hingurana Sugar Factory of which the production process had been discontinued in the year 1997. The audit focused on the involvement of private sector in carrying out operations of the Hingurana Sugar Factory in the year 2006 and the situation that arose in the wake of forming the GOPL in the year 2009. The overall process including the shareholder agreement of the GOPL and the agreement entered into with the Gal Oya Holdings (Pvt) Limited relating to the management of GOPL was examined. Additionally, the functionalities of those companies were examined (2010-2020). Also examined were the involvement of the Government in maintaining GOPL as a public company, and fulfillment of objectives expected by the Government through the establishment of GOPL.

## **03. Scope Limitation**

- 3.1 Some of the information relating to the inception of the Company could not be retrieved by the Audit due to reasons such as, a period of 15 years had elapsed at the time of audit since the establishment of the Company, and the Company had not been subject to be directly audited by the Auditor General for a period of more than 10 years due to lack of legal provisions..
- 3.2 The Company had been funded in terms of loans by the private financial institutions, but it was difficult to obtain information relating to such loans.
- 3.3 As the audit was conducted while travel restrictions were in force, sources of gathering information became limited.
- 3.4 The officers employed at the institutions at the inception of the Company were no more there at the time of audit thus having an unfavorable effect on gathering information.
- 3.5 As the business activities of the Company had not been regulated on a timely and materialistic manner by the Department of Public Enterprises of the Treasury, it was difficult to evaluate the contribution of the Department of Public Enterprises with respect to the conduct of the Company.
- 3.6 In a manner similar to GOPL, some of the decisions taken by the Board of Directors of the GOHL established for the management of the GOPL along with certain documents based on which such decisions had been taken, were not made available to the Audit by the Secretary of the Company.

## **4. Methodology**

### **4.1 Examining Books and Registers.**

- (i) National Audit Act, No. 19 of 2018.
- (ii) Companies Act, No. 07 of 2007.
- (iii) Board of Investment of Sri Lanka, Law No. 04 of 1978.
- (iv) Cabinet Memorandums and papers presented for restructuring the Hingurana Sugar Industries Limited, and the observations and Cabinet Decisions given in that connection.
- (v) Reports and information provided for the office of the registrar of Companies with respect to the registration of Companies.
- (vi) Documents and applications presented to the Board of Investment (BOI).
- (vii) Books and reports of the GOPL
  - Decisions and reports of the meetings of the Board of Directors of the Company.
  - Agreements entered into with the Company.
  - Financial statements of the Company.
- (viii) Financial statements of the Management Company (GOHL).
- (ix) Financial statements of the LOLC and Brown and Company (obtained from the Internet)
- (x) Reports and documents maintained relating to the Small Agricultural Farmer Participatory Project in regard of the loans and assistance provided for the sugarcane farmers.

4.2 Obtaining comments from the external parties and sugarcane farmers.

## **05. The Process**

### **5.1 Inception and Functionality of the Hingurana Sugar Factory**

- 5.1.1 The Hingurana Sugar Factory established in the 1960s by the Government owned 7,466 hectares of land, and 6,497 hectares therefrom had been used to cultivate sugarcane. At the time of its establishment, the Factory owned many valuable assets such as, a technical workshop, electric division and a generator unit, mechanical workshop, distillery, laboratory, and a location for storing furnace oil and other fuels. By the year 1999, the Factory employed 2,428 employees.
- 5.1.2 The Factory had continued with the production process over a period of 03 decades under the Government sector before being privatized in the year 1993 in a manner that 90 per cent of the shares belonged to the private sector whereas 10 per cent of the shares were owned by the then employees. Accordingly, 90 per cent of the shares had



been vested with the S.A.B. Trading Private Limited (**Annexure 01**). As the said private investor had faced up many difficulties, the Factory had been taken over by the Government in the year 1997 with the production process being continued. Nevertheless, the production process came to a halt again in September 1997, and during the period 2000-2001, all the employees were forced to voluntarily retire with a payment totaling Rs. 390 million made by the Government.

- 5.1.3 Recommendations had been given at the meeting of the Cabinet Subcommittee held with the participation of the then Prime Minister on the **Cabinet Memorandum, No. 06/1203/274/012 dated 06 June 2006 (Annexure 02) presented for developing the Hingurana Sugar Factory** by the Minister of Skills Development and Public Enterprises Reforms in keeping with the **policy of developing factories and public enterprises**. Based on those recommendations, Cabinet approval had been given on 19 July 2006 that a new private investor be entrusted with the management of the Factory of which the production process had ceased in the year 1997 (**Annexure 03**).
- 5.1.4 The Cabinet Subcommittee had decided on 25 August 2006 based on the said Cabinet decision that, with the involvement of the Board of Investment, operations of the Hingurana Sugar Factory be resumed under the management of the consortium comprising Government of Sri Lanka, Browns and Company and Lanka ORIX Leasing Company; the new consortium be entrusted with the management of the Factory; and, rights to the properties belonging to the Hingurana Sugar Factory be retained by the Government.
- 5.1.5 Furthermore, **Gal Oya Holdings ( Pvt) Limited (GOHL)** had been established for the management of GOPL. The said entity had been registered as a Company on 04 October 2006 with its shares owned by 04 individuals. The ownership of shares had changed among the said 04 individuals, and the LOLC and Browns Companies as follows.

**Table 01 – Ownership of shares of the Gal Oya Holdings ( Pvt) Limited (GOHL)**

Shareholder	No. of Shares			
	2006/07	2008/09	2012/13	2015/16
Shareholder A	45	45	45	-
Shareholder B	45	45	45	45
Shareholder C	05	05	05	-
Shareholder D	05	05	05	-
Browns	-	1,000,000	1,300,000	1,300,000
LOLC	-	1,000,000	1,300,000	1,300,055

- 5.1.6 A private Company under the name of **Gal Oya Plantations (Pvt) Limited** had first been registered with the Registration No. N(PVS) 48141 on 11 October 2006 at the Department of the Registrar of Companies with each of the shares belonging to two individuals and the GOHL (**Annexure 04**). Acquisition of the Hingurana Sugar Factory had been shown as the main objective of establishing the Company.
- 5.1.7 Having established a Company under the name of **Gal Oya Plantations (Pvt) Limited** (GOPL), an application signed by 02 Directors of the GOPL had been submitted to the Board of Investment (BOI) on 21 August 2006 , and an agreement had been entered into with the BOI on 25 October 2006, thereby taking action to resume operations of the Hingurana Sugar Factory. The following information had been included in the application presented to the BOI.

It was mentioned in the application that the shares of the GOPL would be owned as follows;

**Table 02 – Shareholdership of the GOPL as mentioned in the application**

Shareholder	Value of Shares Rs. Million	Percentage of Ownership %
Hingurana Sugar Industries Limited (HSIL)	247.7	51
LOLC	118.99	24.5
Browns	118.99	24.5

It was also stated that projects would be implemented to manufacture sugar, ethanol, and E-diesel by incurring a share capital of Rs. 485.6 million within a year and a debt capital of Rs. 800 million within 02 years. Furthermore, a second agreement had also been entered into between the GOPL and the BOI on 12 July 2007 based on the approval given for the Cabinet Paper, No. 07/0535/334/006 by the meeting of the Cabinet held on 25 April 2007. That agreement had remained in force until 11 January 2019.

- 5.1.8 The Cabinet Subcommittee on the supply of investment facilities had decided on 09 November 2006 that a Cabinet Memorandum be presented by the Minister of Plantation Industries in consolidation with the Minister of Enterprise Development and Investment Promotion in order to request the Public Enterprises Reform Commission (**PERC**) to facilitate the process of giving the relevant properties to the consortium (GOPL) mentioned in 5.1.4 above through a long term lease agreement.
- 5.1.9 Accordingly, having considered the consolidated Cabinet Memorandum, No. 06/2251/250/047 dated 28 November 2006 (**Annexure 05**) presented by the Minister of Investment Promotion and Public Enterprises Reforms and the Minister of

Plantation Industries, the Cabinet had given approval on 06 December 2006 for the Public Enterprises Reform Commission (PERC) to facilitate the transaction in which the management of Hingurana Sugar Industries Limited would be entrusted to the consortium comprising Government of Sri Lanka, Browns and Company, and ORIX Leasing Company (**Annexure 06**).

5.1.10 Approval of the Cabinet had been given on 25 April 2007 for the following proposals (**Annexure 09**) by considering the Note, No. 07/0535/334/006 to the Cabinet (**Annexure 07**) presented by the Minister of Enterprise Development and Investment Promotion on 30 March 2007 and the observations made by the Minister of Development of Minor Crops Plantation (**Annexure 08**).

- (a) As stated in the recommendation given by the Parliamentary Subcommittee on 25 August 2006, the GOPL Should be authorized through the participation of the Government to implement the following 05 matters in view of proceeding with the proposal for the resumption of the “Hingurana Sugar Company”.
  - Restoration of the sugar factory of the Hingurana Sugar Industries Limited (HSIL) to manufacture alcohol, and Ethanol (E-diesel) at the initial stage.
  - To ensure the purchase of sugarcane harvest in accordance with a price formula linked to the existing prices of the international market.
  - To maintain the existing irrigational infrastructure so as to preserve the sustenance of arable lands.
  - To generate electricity as a byproduct, and contribute to the national electricity grid in terms of an agreement entered into with the Ceylon Electricity Board.
  - To manufacture sugar.
- (b) In order to manage the affairs of the GOPL, the GOPL should be authorized to enter into an agreement with a management company owned by the LOLC and Browns Companies.
- (c) Approval be given to the Government / Land Commissioner in order to acquire, transfer or give on lease the assets and properties belonging to the Hingurana Sugar Factory.
- (d) All the operating licenses and approvals reserved by the Hingurana Sugar Factory should be transferred to the GOPL, and to ensure the renewal and reissue of such licenses and approvals by the relevant authorities thereby sponsoring the GOPL.
- (e) To approve the Ceylon Petroleum Corporation to enter into an agreement for the purchase of ethanol manufactured by the GOPL and convertible into E-diesel.

5.1.11 The Cabinet had decided on 25 April 2007 that the Public Enterprises Reform Commission (PERC) that had facilitated the said proposals, be annulled (**Annexure 09**). According to the instructions given by the Attorney General in that backdrop

with respect to the further implementation of the Cabinet Decision taken on 25 April 2007, the Note to the Cabinet No. 08/0302/334/003 had been presented by the Minister of Enterprise Development and Investment Promotion on 12 February 2008 (**Annexure 10**) by including all the information on this process. Accordingly, the Cabinet had decided on 13 February 2008 that the Cabinet Decision dated 25 April 2007 (**Annexure 11**) be implemented again and the Attorney General be informed in that connection.

## **5.2 Establishment of the Gal Oya Plantations (Pvt) Limited with the Direct Involvement of the Government**

5.2.1 Once the decision had been taken by the Cabinet Sub-Committee as mentioned in 5.1.8 above, the draft agreement of the shareholders stating that 51 of the shares would be owned by the Government whilst 49 per cent would be owned by the Browns and Company and Lanka ORIX Leasing Company, along with the draft management report prepared for allowing the management Company lead by the Browns and Company and the Lanka ORIX Leasing Company to manage the Gal Oya Plantations (Pvt) Limited, had been presented for Cabinet approval through the Memorandum dated 06 March 2009 (**Annexure 12**).

5.2.2 The following matters had been included in the Shareholders' Agreement and the Management Agreement so presented.

- (i) To retain the majority of shares of the Gal Oya Plantations (Pvt) Limited, being 51 per cent, by the Government whilst the Browns and Company and the Lanka ORIX Leasing Company would be vested with the rest of the 49 per cent of shares.
- (ii) To entrust the Management Company through an agreement to manage the Gal Oya Plantations (Pvt) Limited for a period of 10 years.
- (iii) The current market value of the movable properties of the Government being vested in the Gal Oya Plantations (Pvt) Limited as assessed by the chief valuer, along with the net present value of the lease rent computed for 30 years on the Government properties provided for the Gal Oya Plantations (Pvt) Limited on lease, should be paid as the 51 per cent share.
- (iv) The Board of Directors of the Company should comprise 05 persons representing the Government together with 04 representatives from the Browns and Company and Lanka ORIX Leasing Company whilst the Chairman is appointed by the Government.
- (v) Two per cent of the post-tax profit should be paid by the Gal Oya Plantations (Pvt) Limited to the Management Company as management fees.

5.2.3 Accordingly, the approval for following matters had been sought by the Cabinet Memorandum dated 06 March 2009, mentioned in 5.2.1 above and approval therefor had been received from the Cabinet on 18 March 2009.

- i. Implementation of the Shareholders' Agreement
- ii Implementation of the Management Agreement
- iii Leasing out lands of approximately 277.7539 Hectares in extent where the manufactory, office, official quarters and other buildings are located, in Hingurana owned by the Hingurana Sugar Industries Ltd. (HISL), to the Gal Oya Plantations (Pvt) Ltd. for a period of 30 years.
- iv. Investment of the sum of Rs. 516 million on 51 per cent of shares of the Government, comprising the current market value of Rs. 222 million relating to movable properties transferred to the Gal Oya Plantations (Pvt) Ltd., assessed by the Chief Government Valuer and net current value of lease rental amounting to Rs. 294 million assessed by the Chief Government Valuer for a leasing period of 30 years relating to immovable properties owned by the Hingurana Sugar Industries Ltd. , leased out to the Gal Oya Plantations (Pvt) Ltd. on long term lease basis.
- v. Delegation of powers to the Secretary to the General Treasury for signing the Shareholders' Agreement on behalf of the Government.

5.2.4 Accordingly, the Shareholders' Agreement had been entered into with the Government on 28 August 2009 as per the approval granted on 18 March 2009, intending to invest the sum of Rs. 495 million comprising the Government's participation of 51 per cent and remaining contribution of 49 per cent as above by the Brown & Co. and LOLC.

### **5.3 Introduction on the Shareholders' Agreement and the Management Agreement**

#### **5.3.1 Shareholders' Agreement (Annexure 13)**

5.3.1.1 This Shareholders' Agreement had been entered into on 28 August 2009 among the Government of Sri Lanka (GOSL), Lanka ORIX Leasing PLC (LOLC PLC), Brown & Company PLC and Gal Oya Plantations (Pvt) Ltd. (GOPL). The LOLC and the Brown & Co. are hereinafter collectively referred to as the Consortium.

5.3.1.2 This Agreement had been entered into by witnessing to revitalize of Hingurana Sugar Industries Ltd.(HSIL) for revival of the Sugar Factory for the manufacture of sugar, alcohol, ethanol (e-diesel) , to ensure that sugar cane shall be purchased as per a pricing formula linked to the prevailing domestic industry average, to maintain the existing irrigation infrastructure to sustain the existing areas of cultivation, to generate electricity as a by-product with the participation of the Government, to authorize the GOPL to enter into agreements with a management company jointly owned by Brown & Co, and LOLC, to delegate powers to the Secretary of the Treasury for entering into the Shareholders' Agreement on behalf of the Government and to make

investments in shares of the Company as 51 per cent and 49 per cent by the Government of Sri Lanka (GOSL) and the Consortium respectively.

5.3.1.3 Several Articles stipulated in this Agreement are as follows.

- Article 2.2 - A Chief Executive Officer, who shall act at all times under the direction and control of the Board and shall be answerable to the Board, should be appointed.
- Article 3.1 - The Board shall consist of not less than 5 and not more than 9 Directors.
- Article 3.2 - The GOSL shall be entitled to nominate five (05) Directors to the Board, one of whom shall be the Chairman of the Company while the Consortium shall be entitled to nominate four (04) Directors to the Board.
- Article 4.1 – The Board shall meet at least once every month.
- Article 4.2 – The quorum of the Board shall consist of at least 5 Directors, 3 of whom shall be Directors nominated by the GOSL and 2 by the Consortium.
- Article 5.1 – The Company shall enter into a Management Agreement with Gal Oya Holdings (Pvt) Ltd., a company which is wholly owned by the Consortium (Brown & Co. and LOLC), whereby right to manage the activities of GOPL relating to business and the said Agreement shall be for a period of 10 years and may be extended on terms to be mutually agreed by parties.
- Article 6.1.1 - Each Party agrees to amend the Articles to ensure its strict conformity with the provisions of this Agreement.
- Article 7.1.1 – Transfer of movable properties of Hingurana Sugar Industries Ltd. (HSIL) to the GOPL on a valuation to be determined by the Chief Government Valuer.
- Article 7.1.2 – Leasing out of immovable properties for a period of 30 years on a valuation to be determined by the Chief Government Valuer.
- Article 7.1.3 – Transfer of all existing operating licenses and approvals of HSIL to the Company
- Article 7.2 - LOLC and Brown & Co. agree that they shall;

- 7.2.1. – hold between the LOLC and Brown & Company, all the shares of the Management Company during the term of the Management Agreement;
  - 7.2.2 – not, directly or indirectly, sell, transfer, assign or create any Encumbrance on any of its shares or its beneficial interest therein or voting rights in respect of their shares in the Management Company;
  - 7.2.3 – not support any resolution to create any Encumbrance over the movable property transferred to the Company in terms of Article 7.1.1 above;
  - 7.2.4 - not support any resolution to create any Encumbrance over the leasehold rights to the land belonging to the HISL, which are leased to the Company in terms of Article 7.1.2 above;
  - 7.2.5 – not, directly or indirectly, take any steps or measures to dilute the voting rights pertaining to the shares held by the GOSL,
  - 7.2.6 – Appoint a person nominated by the GOSL, as a Director of the Management Company. The person so appointed shall continue to be a Director of the Management Company for the duration of the Term unless removed upon a written request made by the GOSL. The GOSL shall be then entitled to nominate another person to be appointed as a Director of the Management Company, who shall then be appointed as a Director of the Management Company.
- Article 11.1.1 –Immediately upon the transfer and leasing out assets under Articles 7.1.1 and 7.1.2 above, the Company shall issue to GOSL in consideration therefore, 51 per cent of the shares of the Company. The value of the said 51 per cent shares of the Company shall be the aggregate of the current market value of movable property transferred under Article 7.1.1 above and net present value of 30 years future lease rentals payable for the immovable property granted on lease to the Company under Article 7.1.2 above.
  - Article 11.1.2 – Immediately following the issue of shares to GOSL in terms of Article 11.1.1 above, the Consortium shall be allotted such number of shares of the Company as is required to constitute 49 per cent of the issued shares of the Company and the Consortium shall make immediate payment for the proportionate consideration therefore in money.
  - Article 11.2.1 – Subject to provisions of Articles 11.2.2 and 11.4, the Consortium shall not directly or indirectly, sell, transfer, assign or create any Encumbrance on any of its shares.
  - Article 18.1.1 – This agreement shall be valid for a period of 10 years and may be extended on terms and conditions to be mutually agreed upon in writing subject to a maximum period of 20 years.

- Article 18.2.1 – The GOSL may terminate this Agreement upon the occurrence of any one of the following events;

A bankruptcy event with respect to LOLC and /or Brown & Co.; a bankruptcy event with respect to the Management Company; a breach by the Consortium of the terms and conditions of this Agreement; a breach by the Management Company of the terms and conditions of the Management Agreement; where the GOPL does not receive an annual after tax profit which will enable GOPL to make at least a minimum dividend payment to GOSL equal to the Treasury Bill Rate applicable at the beginning of the relevant fiscal year; termination and / or cancellation of the leases pertaining to the premises.

- 5.3.1.4 The Shareholders' Agreement was due to be terminated on 28 August 2019 and it had been informed by the letter No. PE/PL/GOP/GEN/2014 dated 25 June 2014 of the Director General of the Department of Public Enterprises that it had been decided to extend the Term of the Agreement up to 27 August 2029 by a further 10 years despite remaining over a period of 05 years as at that date. **(Annexure 14)**

### **5.3.2 Management Agreement (Annexure 15)**

- 5.3.2.1 The Management Agreement including following basic factors had been entered into on 26 April 2010 with Gal Oya Holdings PLC by the Gal Oya Plantations (Pvt) Ltd.

- Article 2.1 - This agreement shall be valid for a period of 10 years and it may be extended on terms and conditions to be mutually agreed upon in writing by the parties.
- Article 3.1 –As per the Board decision dated 28 February 2008 taken by GOPL, the GOPL is authorized to enter, and accordingly grants the Management Company the right to manage the activities of GOPL.
- Article 4.1 – The Management Company shall; submit to GOPL, the annual budget which shall be set out in detail, before the 31 January of each year; revitalize and maximize the production in accordance with the levels forecasted in the annual budget; ensure that operations are begun on a commercial basis within a period of two years from the date on which the immovable property is leased to GOPL; ensure that the sugar cane is purchased as per a pricing formula linked to the prevailing domestic industry average; manage the business of GOPL including the accounting, legal, secretarial and administration of the same; ensure that GOPL shall, as at the end of each fiscal year, receive an after tax annual profit which will enable GOPL to make at least a minimum dividend payment equal to the Treasury Bill Rate applicable at the beginning of the relevant fiscal year to GOSL and



appoint a person nominated by the GOSL, as a Director of the Management Company.

- Article 7.4.1 - All GOPL employees shall at all times be the employees of GOPL
- Article 7.4.2 - The Management Company shall have the power to carry out all activities relating to human resource management of GOPL and all costs shall be operating expenses and recruitment and dismissal of executive or management officers shall be made only after obtaining the written approval of the Board of Directors.
- Article 7.4.3 - The payroll and related costs for all GOPL employees, including salaries, wages shall be operating expenses.
- Article 8.1 – Representatives of GOPL and the Management Company shall hold regular meetings once every month to discuss and review any matter relating to the operation of the business.
- Article 9.1 – The Management Company shall cause to be opened in a Government bank acceptable to GOPL, the Operating Account in the name of GOPL into which shall be deposited all monies provided as working capital and all monies derived from the operation of the Business and from which shall be withdrawn all operating expenses including VAT payable on operating expenses and all amounts due to GOPL.
- Article 9.2 - The Management Company shall, during the Term, have sole rights to operate the Operating Account and shall be entitled to nominate authorized signatories for the purpose of signing cheques and other withdrawals from the Operating Account. The Management Company shall put in place an appropriate control mechanism so as to ensure the proper operation of the Operating Account. The Management Company shall cease to have the right to operate the Operating Account where notice of termination of this Agreement has been given in terms of Article 19.
- Article 11.1 - The Management Company shall keep complete and accurate accounts and other appropriate records reflecting the results of the Business in accordance with sound accounting principles.
- Article 11.2 - The Management Company shall prepare and deliver to GOPL each month a report which shall include; a statement showing net revenues and net operating profit of the business and a profit and loss statement for the previous month. Action should be taken to respond to GOPL's questions, within 14 days.

- Article 11.3 - After the end of the each fiscal year, draft financial statements shall be delivered to Audit.
- Article 12 – The annual Budget should be prepared and submitted to GOPL on or before the 31 January of each year.
- Article 19.1.1 – This Agreement may be terminated by GOPL upon the occurrence of any of the following events; where the GOPL does not receive an annual after tax profit which will enable GOPL to make at least a minimum dividend payment to GOSL equal to the Treasury Bill Rate applicable at the beginning of the relevant fiscal year; a breach by the Management Company of the terms and conditions of this Agreement; a breach by the Management Company of its obligations under this Agreement; a breach by LOLC and/or Brown & Co. of its obligations under the Shareholders’ Agreement; termination of the leases pertaining to the premises and termination of the Shareholders’ Agreement.
- Article 24.1 – Neither party shall assign its rights nor obligations under this Agreement to a third party without the prior written consent of the other party.

5.3.2.2 The Management Agreement was due to be terminated on 25 April 2020 and it had been informed by the letter No. PE/PL/GOP/GEN/2014 dated 31 July 2014 of the Director General of the Department of Public Enterprises that the Ministry of Finance and Planning had decided to extend the Term of the Agreement up to 25 April 2030 by a further 10 years despite remaining over a period of 05 years and 10 months as at that date. **(Annexure 16)**

### 5.3.3 Share Capital of GOPL

5.3.3.1 Reports furnished to the Registrar of Companies revealed that shares had been issued on 16 July 2010 and in addition to three parties mentioned above, shares had been issued to the Government as 51 per cent and as 49 per cent for the private sector comprising two companies and two individuals.

**Table 03 – Shareholdings of the GOPL after converting into a Public Company**

<b>Shareholders</b>	<b>Number of Shares</b>	<b>Value Rs.</b>	<b>Percentage %</b>
Shareholder A	01	10.00	
Shareholder B	01	10.00	
Gal Oya Holdings (Pvt) Ltd	01	10.00	
Secretary to the Treasury	51,600,000	516,000,000	51
LOLC PLC	22,309,412	223,094,120	22
Browns PLC	22,309,412	223,094,120	22

Shareholder C	2,478,823	24,788,230	2.5
Shareholder D	2,478,823	24,788,230	2.5
<b>Total</b>	<b>101,176,473</b>	<b>1,011,764,730</b>	

5.3.3.2 Accordingly, the shares of shareholders of the said company had varied in the years 2010, 2014 and 2015 from the year 2006. That variation is indicated in the Table No.04.

**Table No. 04 – Variation of Shares of shareholders of GOPL**

Shareholders	Variation of Shares of Shareholders			
	2006	2010	2014	2015
Shareholder A	01	01	Has been transferred to Shareholder B	
Shareholder B	01	01	02	02
GOHL	01	01	01	01
Secretary to the Treasury		51,600,000	51,600,000	51,600,000
LOLC		22,309,412	22,309,412	27,267,058
Brown &Co.		22,309,412	22,309,412	22,309,412
Shareholder C		2,478,823	2,478,823	Has been transferred to LOLC.
Shareholder D		2,478,823	2,478,823	Has been transferred to LOLC.

5.3.3.3 The share held by Shareholder A has been transferred to Shareholder B in the year 2014 and since then, the Shareholder B holds two shares.

5.3.3.4 The shareholding of 4,957,646 shares held by shareholders C and D at 2,478,823 shares each had been transferred to LOLC in the year 2015.

## **5.4 Situation arisen after converting GOPL into a Public Company**

5.4.1 The management of GOPL had made a statement to Audit that before issuance of shares as per paragraph 5.3.3 above, a sum of Rs. 477,006,722 had been invested by Brown & Co. and LOLC on behalf of GOPL during the period between 15 October 2007 and 31 March 2010 and a sum of Rs. 312,448,422 should be paid to those two companies at an annual interest rate of 28 per cent on the said amount for the period from 15 October 2007 to 08 May 2010.

**Table No. 05 Investment of Moneys in Activities of Brown & Co. and LOLC (2007-2010)**

Party	Amount invested	Interest from 15	Total
	from 15 October 2007 to 31 March 2010	October 2007 to 07 May 2010	
	Rs.	Rs.	Rs.
Brown & Co.	221,799,724	144,460,181	<b>366,259,905</b>
LOLC	255,206,998	167,988,241	<b>423,195,239</b>
<b>Total</b>	<b>477,006,722</b>	<b>312,448,422</b>	<b>789,455,144</b>

5.4.2 A sum of Rs. 18,757,978 out of the interest amounting to Rs. 312,448,422 recoverable to the said two companies as mentioned above, had been capitalized as the share capital and the remaining Rs. 293,690,444 had been brought to accounts of GOPL by converting it into a loan obtained on monthly payment basis at an annual interest rate of 24 per cent from Brown & Co. and LOLC.

5.4.3 The approval of the Board of Directors of GOPL had been granted therefor on 10 July 2010 and the report of the meeting of the Board of Directors revealed that it has been mentioned in the letter dated 07 July 2010 of the Director General of the Department of Public Enterprises that **“there is no objection of the General Treasury for taking into consideration investments made by Brown & Co. and LOLC in GOPL as the loan capital before entering into the Shareholders Agreement.”** (Annexure 17)

5.4.4 An interest of Rs. 440,667,389 had been computed as follows up to 31 March 2014 for the interest of Rs. 293,690,444 considered as a loan ( As Rs. 118,377,555 for Brown & Co. and Rs. 175,312,889 for the LOLC )

**Table - 06 Interest mentioned as recoverable for the Loan granted to Brown & Co. and to LOLC**

Year	LOLC Rs.	Brown & Co. Rs.	Total Rs.
2010/11	41,701,532	28,158,371	69,859,903
2011/12	58,212,338	39,367,060	97,579,398
2012/13	73,827,320	49,850,856	123,678,176
2013/14	89,306,774	60,303,139	149,609,913
<b>Total</b>	<b>263,047,964</b>	<b>177,619,426</b>	<b>440,667,389</b>

5.4.5 Two loan agreements had been separately entered into with the Brown & Co. and LOLC on 07 April 2010 by GOHL ( For obtaining maximum credit limit at a rate of Rs.500 million for a period of 05 years from 01 October 2007 to 31 October 2012 including the sum of Rs. 293,690,444 converted into a loan) with a view to granting financial advances for working capital requirements of GOPL. (**Annexures 18 and 19**)

5.4.6 Accordingly, it had been disclosed in accounts that loans / restructured loans amounting to Rs. 335,877,555 had been granted as follows by 31 March 2020 including the value of Rs. 118,377,555 recoverable to the Brown & Co., as per the Agreement dated 07 April 2010 entered into with Brown & Co. and that an interest of Rs. 1,014,897,476 should have been paid thereon.

**Table No. 07 - Annual Interest recoverable to Brown & Co.**

<b>Year</b>	<b>Amount Rs.</b>	<b>Annual Interest Rs.</b>	<b>Percentage of Interest %</b>
2010/11	118,377,555	28,158,371	24
2011/12	100,000,000	42,426,429	24
2012/13	117,500,000	92,355,059	24
2013/14		127,624,275	21
2014/15		125,229,719	18
2015/16		101,665,177	18
2016/17		117,353,256	18
2017/18		111,632,714	18
2018/19		133,349,133	18
2019/20		135,103,343	18
<b>Total</b>	<b>335,877,555</b>	<b>1,014,897,476</b>	

5.4.7 Moreover, it had been disclosed in accounts that loans / restructured loans amounting to Rs. 338,838,042 had been granted as follows by 31 March 2020 including the value of Rs. 175,312,889 recoverable to LOLC, as per the Agreement dated 07 April 2010 entered into with LOLC and a sum of Rs. 94,128,972 out of Rs. 175,312,889 capitalized as loans initially, had been paid to LOLC. Further, monthly interest had been calculated based on compound interest and a sum of Rs. 768,733,615 had been brought to account as loan interests.

**Table No. 08 - Annual Interest that should be recoverable to LOLC**

<b>Fiscal Year</b>	<b>Amount Obtained Rs.</b>	<b>Repayments Rs.</b>	<b>Annual Interest</b>	<b>Interest Rate %</b>
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			<b>Rs.</b>
2010/11	175,312,889		41,701,532
2011/12	50,000,000		59,440,958
2012/13	77,500,000		95,335,210
2013/14	25,000,000		129,831,217
2014/15			130,707,003
2015/16		94,128,972	54,685,062
2016/17			56,194,327
2017/18			57,599,598
2018/19			67,418,446
2019/20	11,025,153		75,860,263
<b>Total</b>	<b>338,838,042</b>	<b>94,128,972</b>	<b>768,733,615</b>

## 5.5 Operational Review of GOPL Company

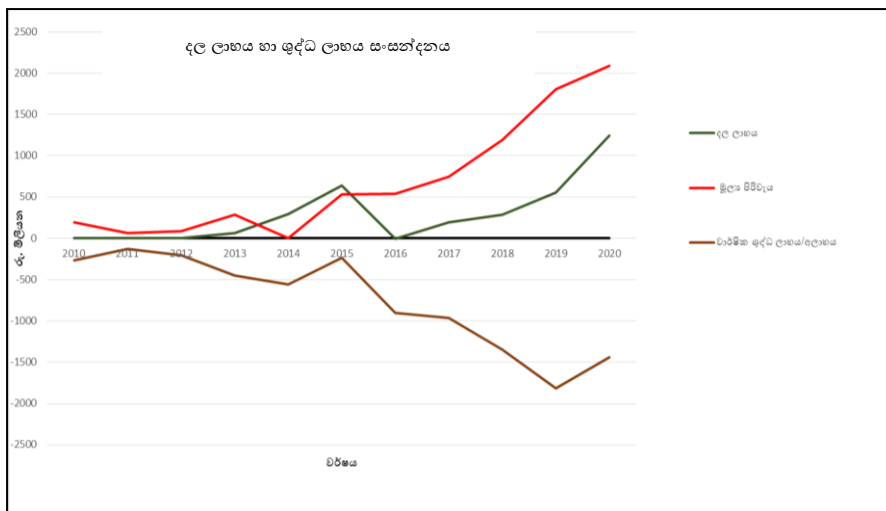
5.5.1 The following matters were disclosed as per the summary of the financial statements of GOPL Company for the fiscal years from 2006/07 to 2019/20. **(Annexure 20)**

The gross profit (loss), net profit / (loss), net financial cost and administrative expenses of the Company for the fiscal years from 2009/10 to 2019/20 are given below.

**Table No. 09 - Summary of Income Statements for the fiscal years from 31 March 2009 to 31 March 2020**

Year	Gross Profit Rs.	Administrative Expenditure Rs.	Financial Expenditure Rs.	Annual Net Profit / (Loss) Rs. (After Taxation)	Financial Cost as a percentage of Annual Net Profit/Loss %
2009/10	-	57,256,629	194,908,300	(267,605,793)	73
2010/11	-	75,165,481	65,713,040	(124,369,851)	53
2011/12	-	143,483,339	87,555,572	(200,956,257)	44
2012/13	61,936,711	250,411,088	289,376,744	(453,744,708)	64
2013/14	297,152,260	391,963,154	496,285,323	(556,840,944)	89
2014/15	641,048,549	399,316,823	529,945,560	(234,802,826)	226
2015/16	(8,483,829)	409,894,006	537,543,656	(905,767,924)	59
2016/17	197,927,176	453,648,208	747,416,480	(966,946,320)	77
2017/18	285,465,357	476,285,540	1,193,519,762	(1,347,528,120)	87
2018/19	554,615,956	597,794,535	1,803,529,762	(1,814,145,920)	99
2019/20	1,233,289,274	609,687,397	2,093,733,282	(1,430,139,698)	146

**Figure 01 - Operating Status of the Company -2009-2020**



- 5.5.2 The Company had accounted Rs. 194 million as loan interest expenses (including costs such as lease installment interest, bank overdraft interest) in the fiscal year 2009/10 for the loans obtained from various parties and the total loan interest value accounted by the year 2019/20 was Rs. 2,093 million. Accordingly, loan interest expenses had increased by 978 percent from the fiscal year 2009/10 up to the fiscal year 2019/20.
- 5.5.3 The company had accounted Rs. 57 million as administrative expenses in the Fiscal year 2009/10 and it had increased up to Rs. 609 million by the fiscal year 2019/20. It was an increase of 968 percent as compared with the fiscal year 2009/10.
- 5.5.4 Total of Rs. 11,989 million had been incurred comprised of Rs. 86 million, Rs. 3,864 million and Rs. 8,039 million as Direct Overheads-plantations, administrative expenses and financial expenditure respectively under the three major Expenditure Heads from the fiscal year 2009/10 up to the fiscal year 2019/20. Accordingly, the financial cost represented 67% of the total expenses incurred by the Company.
- 5.5.5 The following assets amounting to Rs. 48,396,557 contained in the financial statements as loans, stated as provided to farmers by the Fiscal year of 2010/11, when the state shareholding of 51 percent of the GOPL Company transfers and as biological assets had been eliminated from the balance sheet in the fiscal year 2012/13 and added to the cumulative loss.

**Table No. 10 - Assets eliminated from the balance sheet**

<b>Item</b>	<b>Rs.</b>
Loans provided to Farmers (Long Term Maturity portion)	17,380,613
Loans provided to Farmers (Short Term Portion)	26,626,292
Biological assets	4,389,652
	-----
<b>Total</b>	<b>48,396,557</b>
	=====

## **5.6 How GOPL was funded**

5.6.1 According to the financial statements, GOPL had obtained loans amounting to Rs.13,749,926,091 from 01 April 2009 to 31 March 2020, out of which Rs.11,386,392,303 had been obtained from two Companies namely, LOLC and Browns and from the associate companies of LOLC. The remaining loan amounting to Rs.2,363,533,788 had been obtained from other financial institutions.

**Table 11 - Obtaining Loans by the Company**

<b>Institution</b>	<b>Amount</b>	
	<b>Rs.</b>	<b>Rs.</b>
<b>Total loans obtained from related parties during the period of 2009/10 to 2019/20</b>		
LOLC PLC	2,410,838,042	
BROWN & Co PLC	335,877,555	
LOLC Factors Ltd	4,582,344,706	
Commercial Leasing & Finance (Pvt) Ltd	597,000,000	
Saakya Capital (Pvt) Ltd	1,500,000,000	
LOLC Finance (Pvt) Ltd	81,332,000	
Commercial Trust Technologies (Pvt) Ltd	650,000,000	
Seylan Bank PLC	1,229,000,000	
<b>Total</b>		<b>11,386,392,303</b>



**Total borrowings obtained from other  
Banks & Financial institutions during  
the period of 2009/10 to 2019/20**

BOC	346,758,171	
Peoples Bank	1,100,000,000	
HNB(SAPP)	916,775,617	
<b>Total</b>		<b>2,363,533,788</b>
<b>Total borrowings obtained during the period of 2009/10 to 2019/20</b>		<b>13,749,926,091</b>

- 5.6.2 Although loans were obtained from other financial institutions at the annual interest rates of 4 to 15 percent at the time of borrowing, loans obtained from associate companies were obtained at comparatively very high interest rates, in the range of 18 percent to 28 percent. (**Annexure 21**)
- 5.6.3 Moreover, it was observed that an amount of Rs.5,034,463,188 out of the loan amount of Rs.11,386,392,303 borrowed from associate companies of the LOLC and Browns by the GOPL Company had been obtained at the annual interest rates, between 20 - 26.5 percent and loan amounting to Rs.6,351,929,115 had been obtained at the interest rates between 7 – 10 percent (**Annexure 22**).
- 5.6.4 The GOPL Company had obtained a loan of Rs. 4,582,344,706 from LOLC FACTORS LTD, a subsidiary of LOLC. It was observed that an amount of Rs. 2,814,064,483 had been obtained as advance on cheques of the GOPL Company under the conditions such as “the interest on an annual interest rate of 18-24 percent, additional interest of 4 percent per month on non-payment of the interest on the due date, monthly fixed fee + tax on the value of the advance”. It was also observed that a sum of Rs. 2,075,414,152 up to 31 March 2020 for advance loans on cheques and also an interest amounting to Rs.3,294,536,681 had been charged (**Annexure 23**).
- 5.6.5 The following table shows the credit balance and financial cost as per the financial statements related to the fiscal years from 2010/11 to 2019/20 of the GOPL Company.

**Table No. 12 - Loan balance and financial cost as per financial statements****From 2009/10 up to 2019/20**

<b>Fiscal year</b>	<b>Loan balance as at 31 March (Without lease)</b>	<b>Annual loan interest cost (Charged for Income Statement)</b>
	<b>Rs.</b>	<b>Rs.</b>
2009/10	808,949,005	194,908,300
2010/11	1,053,690,444	65,713,040
2011/12	1,108,597,155	87,555,572
2012/13	1,690,343,915	289,376,744
2013/14	2,041,437,997	496,285,323
2014/15	2,146,411,423	529,945,560
2015/16	3,798,309,375	537,543,656
2016/17	5,336,550,412	747,416,480
2017/18	6,551,061,302	1,193,519,762
2018/19	7,400,814,217	1,803,529,762
2019/20	8,272,917,286	2,093,733,282
<b>Total</b>		<b>8,039,527,481</b>

5.6.6 The GOPL Company had incurred a financial cost Rs. 7,972,676,848 during the fiscal years 2009/10 to 2019/20 and an amount of Rs. 7,608,585,405 out of that was related to LOLC, two Browns companies and associate companies of LOLC and an amount of Rs.364,091,443 was related to other financial institutions. **(Appendix 24)**

5.6.7 The balances had been stated as payable to GOHL and recoverable from GOHL as follows in financial statements of the GOPL related to the fiscal years from 2006/07 to 2010/11;

**Table No. 13 - Balances stated as Recoverable from GOHL and Payable to GOHL**

<b>Fiscal Year</b>	<b>Payable to GOHL</b>	<b>to Recoverable from GOHL</b>	<b>Debiting Interest Expenses to Profit and Loss Account</b>
	<b>Rs.</b>	<b>Rs.</b>	<b>Rs.</b>
2006/07	2,901,673	-	-
2007/08	199,573,141	16,660,724	-
2008/09	483,219,979	-	124,290,174
2009/10	758,949,005	-	194,908,300
2010/11	-	47,461,178	116,801,739

5.6.8 In the examination of the Financial Statements of GOPL, GOHL, Browns and LOLC from the year 2006/07 to 2009/10, the balances stated as payable to / recoverable from those Companies in relation to each year are as follows;

**Table No. 14 – Payable by the GOPL according to the accounts of the GOPL, GOHL, Browns and LOLC**

Year	According to the Financial Statements of the GOHL as at 31 March		Balance payable to GOHL as at 31 March according to Financial Statements of the GOPL Rs.	As at 31 March according to the audited financial statements of the LOLC Group of Companies		As at 31 March according to the audited financial statements of Browns	
	Balance Recoverable from GOPL Rs.	Balance payable to LOLC and Browns Rs.		Balance Recoverable from GOHL Company Rs.	Balance Recoverable from GOPL Rs.	Balance Recoverable from GOHL Rs.	Balance Recoverable from GOPL Rs.
2006/07	2,901,673	-	2,901,673	-	-	-	-
2007/08	199,573,141	-	199,573,141	16,404,241	-	2,334,000	99,787,000
2008/09	483,219,979	508,838,613	483,219,979	81,109,101	-	217,461,000	-
2009/10	758,949,005	794,547,263	758,949,005	170,683,182	-	368,657,084	-

5.6.9 The balances to be paid to related parties as stated in the financial statements of the GOPL from the fiscal year 2006/07 up to fiscal year 2009/10 were disclosed as credit facilities provided by GOHL. According to the financial statements of the GOHL, the balances had been stated as loans obtained from the LOLC and Browns, which own GOHL.

## 5.7 Companies Affiliated with the GOPL

5.7.1 Gal Oya Holdings Limited (GOHL) was established for the management of GOPL as mentioned in paragraph 5.1.5 above. GOHL, the managing company of GOPL, is owned by two companies, LOLC and two Browns and the Board of Directors of those Companies.

5.7.2 Following matters were disclosed as per the summary of the financial statements of Gal Oya Holdings (Pvt) Ltd. for the fiscal years from 2009/10 up to 2019/20 (**Annexure 25**).

i. The Company had issued shares in 2008 and used the money to buy motor vehicles and computer accessories and although the said balance was Rs. 11,041,315 as at 31

March 2010, the said balance had become zero as at 31 March 2020. The share capital of the Company was Rs. 20,000,000 as at 31 March 2010 and the cumulative loss amounting to Rs. 49,036,677 had become Rs. 26,001,000 and Rs. 41,645,536 respectively as at 31 March 2020.

- ii. The balance amounting to Rs. 317,540,541 payable to associate companies by 31 March 2010 had decreased up to Rs.15,945,714 as at 31 March 2020. The Company had not received any operating income during the period of 01 April 2010 to 31 March 2020, and had only earned other income. The administrative expenses of the Company, amounting to Rs.11,693,094 in the year 2009/10 and the financial cost amounting to Rs.1,276,065 had decreased up to Rs. 329,020 and Rs.1,650 by 2019/20.
  - iii. Any cash transaction had not been taken place as per the cash flow statement during the period of 01 April 2017 to 31 March 2020.
- 5.7.3 It was revealed at the examination conducted on the shareholding of the associate companies that had provided loans to GOPL, there had been no direct or indirect relationships approximately from the year 2015 to 2020 as follows.

**Table No. 15 - Relationship between GOPL Company and Lender Associate Companies**

<b>Name of the Institution</b>	<b>Relationship to the Company</b>
Lanka Orix Leasing Company PLC	<ul style="list-style-type: none"> <li>• LOLC has the shareholding of 27 percent of the GOPL.</li> <li>• Has the shareholding of 50 percent of the GOHL Management Company.</li> <li>• Has the shareholding of nearly 26 percent of Browns.</li> <li>• Has the shareholding of approximately 13 percent of SEYLAN Bank.</li> </ul>
Brown & Company PLC	<ul style="list-style-type: none"> <li>• Browns Company has the shareholding of 22.05 percent of the GOPL.</li> <li>• Has the shareholding of 50 percent of GOHL Management Company.</li> <li>• LOLC has the associate shareholding of 26 percent of Browns.</li> <li>• Has the shareholding of 10 percent of SEYLAN Bank.</li> </ul>
LOLC Factors Ltd	<ul style="list-style-type: none"> <li>• LOLC has the 100 percent shareholding of this Company.</li> </ul>
Commercial Leasing & Finance Ltd	<ul style="list-style-type: none"> <li>• LOLC has 90 percent shareholding of this Company</li> </ul>
Saakya Capital (Pvt) Ltd	<ul style="list-style-type: none"> <li>• This Company is the third largest shareholding Company (holding 137 million shares in the year 2020) of the LOLC.</li> <li>• In the examination of Loan agreements, it was revealed that this Company had mentioned the same address of</li> </ul>

	ISHARA TRADERS (Pvt.) Ltd. and two Directors, including the founder of ISHARA TRADERS (Pvt) Ltd, hold directorships in the LOLC Group.
Commercial Trust Technologies (Pvt) Ltd	• In the examination of Loan agreements, it was revealed that this Company had mentioned the same address of ISHARA TRADERS (Pvt.) Ltd. and two Directors, including the founder of ISHARA TRADERS (Pvt) Ltd, hold directorships in the LOLC Group.
Satya Capital (Pvt) Ltd	• The Company is the fourth largest shareholder of LOLC Company (holding 52 million shares in the year 2020).
Danya Capital (Pvt) Ltd	• A Directress of LOLC also serves as a Directress of this Company.
AgStar PLC	• LOLC has the associate shareholding of 20 percent.

**(Source: Annual Reports of the Company and Internet Browsing)**

5.7.4 In obtaining loans by GOPL in certain occasions by indicating the interest rate charged by the affiliated Companies owned by LOLC, it had been agreed to increase the interest rate to more than 48 per cent per annum (4 per cent per annum) if the relevant repayments of loans were delayed (**Annexure 26**). Accordingly, loans had been obtained from associate companies by superseding the terms of loans and interest rates of formal credit market.

**Table No. 16 - Obtaining loans from associate companies by superseding the terms of loans and interest rates of formal credit market.**

Associate Companies	Loan Amount Rs.	Annual Interest Rate %	Late loan Interest %	
			Monthly	Annually
Saakya Capital (Pvt) Ltd	1,500,000,000	15	4	48
Commercial Trust Technologies (Pvt) Ltd	650,000,000	19	4	48
Danya Capital (Pvt) Ltd	1,000,000,000	16	4	48
Satya Capital (Pvt) Ltd	2,000,000,000	16	4	48
LOLC Factors Ltd	4,582,344,706	15-24	4	48

## **5.8 Distillery Licenses of Hingurana Sugar Industries Ltd.**

5.8.1 As per the request made by GOPL to transfer the distillery license to GOPL as per the Condition of transferring all licenses of Hingurana Sugar Company Ltd. to GOPL in

terms of paragraph 7.1.3 of the Shareholders' Agreement, it had been informed by the letter of the Secretary of the Ministry of Finance bearing No. PE/PL/GOP/GEN/2014 dated 22 May 2014, which had addressed the Commissioner General of Excise to transfer the distillery license of Hingurana Sugar Company Ltd. to GOPL (**Annexure 27**).

5.8.2 It was stated in the letter of the Commissioner General of Excise bearing No. LB/Spirit/Lanka (Pvt) Ltd - Sevanagala Unit dated 13 June 2014 that the **license should be transferred in the name of Gal Oya Plantation (Pvt) Ltd in accordance with the Excise Rules to be followed in the transfer of the license subsequent to the establishment of the distillery in accordance with the Excise Rules (Annexure 28)**.

5.8.3 As the GOPL has completed the construction work of the distillery and started the production of liquor on an experimental basis without the permission of the Commissioner General of Excise, the Excise Department arrested 14 employees of GOPL on 17 March 2017 on the charges of;

- Distillation of spirits without obtaining a legal license in violation of the provisions of the Excise Ordinance
- Possession of 94,294 litres of illegally distilled spirits without legal authority
- Possession of 513,000 litres of illegally distilled liquor without legal authority and they were produced before the Court and the defendants were convicted of the charges and a penalty amounting to Rs. 4.85 million was imposed at the end of the trial on 27 July 2017. GOPL had paid the penalty and released the accused. Subsequently, the Commissioner General of Excise issued a license to GOPL to manufacture spirits on 06 March 2018.

## **5.9 Implementation of the Loan Assistance Scheme of the Smallholder Agribusiness Partnerships Programme (SAPP)**

5.9.1 An amount of USD 8,055,225 had been disbursed by the Smallholder Agribusiness Partnership Programme (SAPP) to 4,000 sugarcane farmers to improve their living standards with the participation of GOPL at a concessionary interest rate under the financial assistance of the International Fund for Agricultural Development (IFAD). IFAD had granted their consent on 17 May 2018 to provide USD 2,018,710 out of that amount to farmers as a grant and to provide USD 6,036,516 to sugarcane farmers at a concessionary interest rate (**Annexure 29**).

5.9.2 It was scheduled by the project to provide 03 machines worth Rs. 78,000 that can be used for sugarcane cultivation and to provide a loan of Rs. 230,915 at a concessionary interest rate of 6.5 percent for the amount of Rs. 78,495 provided as a grant to one farmer, who cultivates sugarcane as indicated in the Scale-up Investment Plan included in the approved project report. Moreover, GOPL should provide services worth Rs. 150,730 per one farmer free of charge and the farmer should provide his

labour as well as the farmer should incur an expense of Rs. 70,309 including the interest related to the concessionary loan (**Annexure 30**).

- 5.9.3 Accordingly, the Project had allocated provision amounting to Rs. 313,980,000 by providing Rs.78,495 each as grants per one farmer for 4000 selected farmers and the Company had planned to provide three farming equipment to each farmer under that programme.
- 5.9.4 Accordingly, the following companies had submitted minimum quotations in response to the newspaper advertisement published on 09 September 2018 by Gal Oya Plantations (Pvt) Limited for purchase of 4,000 machinery units each of knapsack sprayer machines, lawn mowers and multipurpose machines for maintaining sugarcane cultivation.

**Table No.17 – Companies submitted Quotations**

<b>Company</b>	<b>Type of Machine</b>	<b>Price submitted Rs.</b>
Lanka Commercial Trading (Pvt) Ltd.	Multipurpose machine	34,500.00
M/S Deen Prottners Imports (Pvt) Ltd.	lawn mower	12,632.50
M/S Multi Marketing (Pvt) Ltd.	Knapsack Sprayer Machine	9,881.95

According to above quotations, only 4,000 multipurpose machines valued at Rs.138,000,000 had been handed over to GOPL on 16 January and 27 February 2019 by Lanka Commercial Trading (Pvt) Ltd to be granted under aid to farmers.

- 5.9.5 A tripartite agreement had been signed on 28 June 2018 between the Secretary to the President, Executive Officer of Gal Oya Plantations (Pvt) Ltd. and members of the Board of Directors of Hatton National Bank on implementing the aforesaid concessional loan and it has been indicated that providing loans of Rs.230,915 on concessionary rates to selected farmers should be in accordance with the said Agreement. (**Annexure 31**)

## **6. Audit Observations**

- 6.1 As per Cabinet approval dated 19 July 2006 and according to a decision of the Cabinet sub-committee on providing investment facilities assembled on 25 August 2006 with the participation of the President, a Consortium comprising Brown & Co. and LOLC companies so as to include the Government of Sri Lanka, should have been initiated. However, Gal Oya Plantations (Pvt) Ltd. (GOPL) had been established on 11 October 2006 without shares to the Government and without entering into

agreements with the Government. The shareholding of this company had been acquired by two individuals and GOHL as mentioned in paragraph 5.1.6 above. As such, the means of authority and legal background for commencement and operations of the Hingurana Sugar Industries Ltd. by GOPL and GOHL from the year 2006 without participation of the Government even before the Government entered into the Shareholders' Agreement on 28 August 2009 and the Management Agreement as a party, could not be confirmed in audit.

- 6.2 Activities relating to the Business of the Hingurana Sugar industries Ltd. should be carried out by a Consortium comprising the Government of Sri Lanka, LOLC and Brown & Company. However, it was observed that contrary to that, the Board of Investment had entered into the agreement with GOPL of which no shares whatsoever had been acquired by the Government until then and which was newly established under the shares held by two individuals and GOHL. Moreover, by the time of reaching the agreement, it was observed that GOHL was a private company with the shareholding of four individuals.
- 6.3 Information had been made available in the application submitted on 21<sup>st</sup> August 2006, in terms of Section 17 of the Board of Investment of Sri Lanka Law that the shares held by GOPL is with the Hingurana Sugar Industries Ltd., LOLC and Brown & Company. Nevertheless, it was observed that the shares of this company had been held by two individuals as well.
- 6.4 Moreover, according to the project application submitted to the Board of Investment of Sri Lanka, it had been indicated that Rs.485.6 million as share capital within a year and Rs.800 million as loan capital within two years will be invested. However, it was observed that no such amounts had been invested as share capital. Furthermore, a follow up action or supervision whether the conditions agreed were met, had not been confirmed in audit.
- 6.5 GOPL had been operated up to 28 August 2009 (the date of signing the Shareholders' Agreement) and the Government's shareholding (51 per cent of the share capital) had been legally acquired by this Company on 16 July 2010. Accordingly, it was observed that the said Company had operated for nearly 04 years without Government's shareholding. According to information made available by GOPL, matters on persons holding Government posts acting as members of the Board of Directors of the GOPL, had been submitted. However, the Department of Public Enterprises of the General Treasury or GOPL failed to submit letters of appointment or written evidence to Audit that the officers mentioned by them had been appointed, representing the Government. Moreover, the General Treasury had informed the Audit that the General Treasury had involved in the affairs of GOPL only after entering into the Shareholders' Agreement on 28 August 2009.
- 6.6 Even though according to the Shareholders' Agreement, it had been due to vesting the property of Hingurana Sugar Industries Ltd. in GOPL properly by a 30 year lease



agreement, no such vesting had been carried out even after a lapse of 12 years. However, GOPL had made use of these assets during a period of nearly 15 years since the year 2006.

- 6.7. Furthermore, the key objective of GOHL which was registered on 04 October 2006 as mentioned in paragraph 7.1 above, is mentioned in the Articles of Association as, **“Providing financial facilities to GOPL and managing activities”**. However, at the time of establishment of GOHL, a company under the name GOPL had not been registered and after seven days of registering GOHL, GOPL had been registered on 11 October 2006. As such, it was observed that the Management Company (GOHL) had been established even before the establishment of the main company (GOPL).
- 6.8. The Government of Sri Lanka, Brown & Co., LOLC and GOPL had signed the Shareholders’ Agreement on 28 August 2009. However, it was observed that nothing had been mentioned of the two individuals (**The other two shareholders who represented Brown & Co. and LOLC as indicated by GOPL**) holding shares of GOPL since the year 2006, in the Shareholders’ Agreement or the Cabinet Memorandum.
- 6.9. Moreover, as per Table No.03, in addition to LOLC and Brown & Co. who had entered into the Shareholders’ Agreement, five per cent shares at 2.5 per cent each had been issued at the issue of shares held on 16 July 2010 to two other individuals, including the two individuals mentioned in paragraph 7.8 above who were not included in the said Consortium. However, it was observed that nothing had been mentioned thereon in the Shareholders’ Agreement. Accordingly, it was observed that granting shareholdings of the Company to four individuals, who are not included in the Shareholders’ Agreement, was a breach of Article 11.1.2 of the Agreement. Furthermore, it was observed that a sum of Rs.49,576,460 had not been paid in money to GOPL for the consideration of 4,957,646 shares issued to the two individuals who held shares at 2.5 per cent each.
- 6.10. According to the Shareholders’ Agreement, investment should be made in shares so that 51 per cent of shares are held by the Government and 49 per cent of shares by private shareholders, Brown & Co. LOLC. However, at the issue of shares on 16 July 2010, it was observed that the percentage of shares held by the Government was 50.999 per cent while the percentage of shares held by four individuals, GOHL and private shareholders LOLC and Brown & Co. was 49.001 per cent due to disregarding the 03 shares issued even by then to two individuals and GOHL.
- 6.11. According to Article 6.1.1 of the Shareholders’ Agreement, Articles of Association of GOPL should be amended to ensure its strict conformity with the provisions of the Shareholders’ Agreement. However, it was observed that the said Articles had not been amended. Moreover, sugarcane should be purchased from farmers at a pricing formula linked to the International Industry Average according to the Cabinet approval. Nevertheless, in terms of the Shareholders’ Agreement and Article 4.1(d) of

the Management Agreement, it was observed that purchases should be made as per a pricing formula linked to the prevailing Domestic Industry Average.

- 6.12 According to Article 11.1.2 of the Shareholders' Agreement indicated in 5.3.1 above, the private shareholders constituting 49 per cent, Brown & Co. and LOLC shall make immediate payment of Rs.495 million for the proportionate consideration for shareholdings in money. However, it was observed that the said consideration had not been paid in money.
- 6.13 GOPL has given explanations that the consideration mentioned in paragraph 7.12 above was not paid in money due to considering the sum of Rs.477,006,722 invested during the period from 15 October 2007 to 31 March 2010 for commencement of production in the Hingurana Sugar Industries Ltd. by Brown & Co. and LOLC, as a loan and not as capital. Moreover, it was observed that GOHL had entered into agreements on 07 April 2010 with the said two Companies for investing this sum.
- 6.14 Furthermore, it had been mentioned in paragraph 7.13 above that a sum of Rs.477,006,722 was invested in GOPL by Brown & Co. and LOLC during the period in which operations of GOPL had been carried out without shareholding of the Government of Sri Lanka. Nevertheless, it was observed that nothing was mentioned or revealed thereon when obtaining Cabinet approval or entering into the Shareholders' Agreement. Moreover, it was observed that an interest of 312,448,422 at an annual interest rate of 28 per cent for the period from 15 October 2007 up to 07 May 2010 and a sum of Rs.753,115,811 up to 31 March 2014 had been accounted as interest on the said amount. Even though interest had been charged for the period from 01 April 2014 up to 31 March 2020 as well, no adequate information was made available to Audit for identifying it precisely.
- 6.15 Accordingly, the total consideration of Rs.495,764,700 which is the participation of the two Companies had not been paid in money and it was observed that a sum of Rs.495,764,700 had been capitalized as share capital by setting off a sum of Rs.477,066,722 mentioned as having been invested and Rs.18,757,978 of the interest relating thereto. Nevertheless, non-compliance of the said matter with the Shareholders' Agreement was observed.
- 6.16 The Board of Directors of GOPL had granted approval on 10 July 2010 for capitalizing investments made in GOPL by Brown & Co. and LOLC for 49 per cent of shareholding considering as loan capital before entering into the Shareholders' Agreement. Even though it was mentioned in the reports of the Board of Directors that the Director General of the Department of Public Enterprises had notified through the letter dated 07 July 2010 that the General Treasury had no objection therefor, GOPL, LOLC Corporate Service (Pvt) Ltd., which is the Secretary of the Company, and the General Treasury had informed the Audit that such a letter was not available with them.

- 6.17 Moreover, it was not observed whether regulation to a certain extent relating to matters indicated in 7.16 above or a follow up action on the progress of implementing conditions in the agreement had been carried out by the Department of Public Enterprises of the General Treasury. When enquiries were made in this regard from the General Treasury, it had informed the Audit that “As the management of GOPL has been vested in GOHL by the Management Agreement, there is no requirement of a strict regulation thereon by the Department of Public Enterprises.” It was observed that the Government had gradually lost control over the company which had become disadvantageous to the Government as a result of the conduct of the Department of Public Enterprises.
- 6.18 According to the financial statements of the year 2009/10 of GOPL, the accumulated loss as at 31 March 2010 was Rs.549,224,342 and it was observed that the net equity as at that date was a negative balance of Rs.549,224,312. It was clear by the non-inclusion of information relating to above matter in the Cabinet Memorandum submitted as well, that paying adequate attention by responsible parties of the Government when entering into the Shareholders’ Agreement on 28 August 2009 or during the issue of shares on 16 July 2010, had not been confirmed. As such, the Government had not paid attention towards participation in 51 per cent of the unfavorable financial position of this Company in acquiring 51 per cent shareholding from GOPL.
- 6.19 Moreover, the remaining interest payable to Brown & Co. and LOLC after transferring Rs.18,757,978 of the loan interest amounting to Rs.312,448,423 payable as indicated in paragraph 7.14 above (**calculated at 28 per cent interest rate**) as share capital, had been computed as Rs.293,690,444. This amount had been converted as a loan granted at 24 per cent annual interest rate and brought to account by Brown & Co. and LOLC from 07 May 2010. Accordingly, the said Companies had accounted a sum of Rs.447,971,307 as interest payable from 08 May 2010 up to 31 March 2014 and it was also observed that in the non-payment of premiums on due date, interest had been computed at compound interest. It was further observed that an additional interest of Rs.173,168,633 computed monthly at compound interest method for accrued interest as well had been included in the balance of Rs.447,971,307 mentioned above.
- 6.20 In addition to the value of Rs.293,690,444 converted to a loan mentioned in 7.19 above, it had been indicated in the financial statements of GOPL that a sum of Rs.381,025,153 had been obtained as a loan from LOLC and Brown & Co. during the period from 01 April 2010 up to 31 March 2020. Accordingly, a sum of Rs.94,128,972 had been repaid out of the total loan of Rs.674,715,597 which was accounted as payable to the said two Companies and it was observed that a sum of Rs.1,783,671,091 had been accounted as interest on the total loan.
- 6.21 It had been classified under loans and interest payable to related parties in the financial statements of GOHL for the year ended 31 March 2010 that a sum of

Rs.794,547,263 is payable relating to the sum of Rs.789,455,144 mentioned as invested in GOPL through GOHL by LOLC and Brown & Company. However, only a sum totaling Rs.539,340,266 comprising Rs.170,683,182 and Rs.368,657,084 receivable respectively to LOLC and Brown & Co. from GOHL had been indicated in the audited financial statements of LOLC and Brown & Co. for the year ended 31 March 2010. Accordingly, as a difference of Rs.255,206,998 is observed between the two balances, the accuracy of balances mentioned as to have been invested by LOLC in GOPL through GOHL, was questionable in audit.

- 6.22 Even though Gal Oya Holdings (Pvt) Ltd. had been incorporated on 04 October 2006 for management activities of GOPL, the Management Agreement signed with GOPL on 26 April 2010 had been signed with a company named GALOYA HOLDINGS PLC. Accordingly, as mentioned in Section 5.1 of Sub-Article 5 in the Shareholders' Agreement, without signing with the Company that should sign the aforesaid Management Agreement, the above mentioned GALOYA HOLDINGS PLC, not even registered with the Registrar General of Companies, had signed the said agreement with GOPL, which does not legalize the said Agreement.
- 6.23 As indicated in paragraph 5.3.1 above, according to Article 7.2.1 of the Shareholders' Agreement, all the shares of the Management Company (GOHL) which carries out the management activities of GOPL should be held between LOLC and Brown & Company. Nevertheless, it was observed that the shares of the relevant Company were held between four other individuals.
- 6.24 According to Article 2.1 of the Management Agreement, even though it had been indicated that the Agreement shall be operative for a period of ten (10) years from the date of commencement of the Agreement, it was observed that the Agreement had been signed with a blank space in which the date should be mentioned.
- 6.25 As per Article 11.1 of the Management Agreement, complete and accurate accounts shall be kept in accordance with sound accounting principles and in terms of Article 11.2, monthly reports shall be prepared and delivered to the Company. Furthermore, in terms of Article 11.3, it has been indicated that after the end of each fiscal year, the MANAGEMENT COMPANY shall deliver to the Auditor for audit draft results. Moreover, as mentioned in Article 12, the MANAGEMENT COMPANY shall prepare and submit a draft annual budget on or before 31<sup>st</sup> January of each year and activities of human resource management should be carried out as well. However, the Audit had been informed that all these operations are carried out by the employees of GOPL under the supervision and sanction of GOHL. As it is indicated in terms of Article 7.4.1 that all employees of GOPL shall at all times be the employees of GOPL, it was observed that operations of GOHL carried out by the employees of GOPL, are not complied with the Agreement.
- 6.26 It has been stipulated under Clause 19.1.1 of the agreement that where the Company does not receive an annual after tax profit payable at least the minimum dividend

equivalent to the Treasury Bill ratio existed at the beginning of the year of accounts to the Government, the agreement may be terminated after notification to the management company. Nevertheless, the Company had been running at a continuous loss from the year of reaching the agreement in 2010/11 year up to 2019/20 years of accounts. Further, in such a context, no negotiations were observed with regard to the agreement in such a way as to motivate the company to increase its profits and manage its funds.

- 6.27 Notwithstanding a period of more than 05 years remaining for the expiry of the Shareholders' Agreement on 28 August 2019, the period of the agreement had been extended by another 10 years to 27 August 2029 by Letter No. PE/PL/GOP/GEN/2014 dated 25 June 2014 of the Director General of the Department of Public Enterprises. Further, it had been informed through the said letter itself that it had been decided to vest 41 per cent of the shares held by the Government of GOPL in Lanka Sugar Company (Pvt) Limited and the remaining 10 per cent to be further held by the Government. Moreover, information that the Cabinet was made aware relating to these matters, had not been made available to Audit.
- 6.28 The Management Agreement was due to be terminated on 25 April 2020 and it had been informed by the letter No. PE/PL/GOP/GEN/2014 dated 31 July 2014 of the Director General of the Department of Public Enterprises that the Ministry of Finance and Planning had decided to extend the Term of the Agreement up to 25 April 2030 by a further 10 years despite remaining over a period of 05 years and 10 months as at that date. In taking that decision, matters had not been observed whether an adequate study was carried out on the unfavorable financial position of the Company. Opportunities in taking timely decisions on the Company had been lost up to the year 2030 due to the said decision and the Cabinet had not been informed of the said decision.
- 6.29 Even though no dividend whatsoever was received by the Government for the properties at the Sri Lanka Government valuation of Rs.516 million allowed to be used by the GOPL Company, it was observed that interest of Rs. 760 million had been charged only up to 31 March 2014 in respect of Rs. 477 million reported to have been invested by the LOLC and Browns Companies. The Treasury had informed the Audit that the money charged as interest should be returned to GOPL.
- 6.30 As referred to in Paragraph 5.6.1 above, the GOPL had obtained loans of Rs. 13,749,926,091 during the period from 01 April 2009 to 31 March 2020 of which Rs. 11,386,392,303 had been obtained from the LOLC and Browns companies and the associated companies of the LOLC. It was observed as 82.8 per cent of the total borrowings and **it was further observed that loans had been obtained repeatedly from those associated companies at higher interest rates than the then prevailing commercial interest rates declared by the Central Bank** to settle the loans obtained from those associated companies and the relevant interest of Rs. 7,608 million.
- 6.31 Further, information was not furnished to the Audit that the approval of the Board of Directors of the GOPL (**Annexure 32**) had been obtained relating to a loan of

Rs. 4,787,459,490 out of the loan of Rs. 13,749,926,091 obtained by the company as mentioned above.

- 6.32 The Audit was not confirmed that the directors appointed representing the Government had made a sufficient and effective mediation to protect the Government's right and benefits in obtaining loans continuously under the abnormal loan conditions to maintain the GOPL and the Public Enterprises Department of the General Treasury too had not carried out effective supervision or regulation in this connection. When inquired into this matter, the General Treasury informed the Audit that "the Department of Public Enterprises does not carry out direct supervision of the GOPL and will perform necessary functions as a partner for the work to be done by the Secretary to the Treasury".
- 6.33 In examining the financial performance of GOPL, it had earned a gross profit of Rs.62 million for the first time in 2012/13 and had reported a gross profit of Rs. 1,233 million amidst fluctuations by the end of 2019/20 with an increase of 1,888 per cent as compared with the year 2012/13.
- 6.34 Although the Company had acquired an improvement in the gross profit from 1012/13 to 2019/20, due to the huge financial cost incurred by the Company, the net loss of Rs. 453 million as at 2012/13 had improved to Rs. 1,430 million by the year 2019/20.
- 6.35 A sum of Rs. 8,039 million had been accounted for as the financial cost during the period from 2009/10 to 2019/20 and the cumulative loss of the Company relating to that period was Rs. 8,302 million. It was observed that the financial cost had also greatly contributed to create such a large cumulative loss.
- 6.36 It was observed that the GOHL which carries out the management of the GOPL had, in the administrative and financial management, incurred a higher financial cost than the the GOPL in respect of loans obtained from the companies that have direct or indirect shareholding or obligations with Board of Directors' representation to the LOLC Group of Companies and it had contributed to continues loss of the GOPL.
- 6.37 The loans referred to in 7.29 above had been obtained at interest rates between 15 and 24 per cent and agreements had been entered into charge that interests up to a rate higher than 48 per cent per annum (up to 4 per cent per month) if the payment of interest on the loan would be delayed. Accordingly, it was observed that the loans from associated companies had been obtained in excess of the loan terms and interest rates in the average formal credit market. It was accordingly observed that the poor, non-independent and unprofessional financial management of the management company has contributed to obtaining loans on unfavorable credit terms, and the unfavorable financial condition of the company.
- 6.38 Out of the total assets of the Company by the 2009/10 accounts year, 18.2 per cent had represented the loan capital and it had increased up to 218 per cent by the 2019/20

accounts year. Similarly, the debt equity ratio during that period had adversely increased from 1:0.6 to 1:5.8 to a great extent.

- 6.39 Although it was observed that out of the balance of Rs. 49,982,044 stated under the assets in the financial statements 2012/13 of the GOPL as receivable from GOHL, a sum of Rs. 32,082,938 and correspondingly, a sum of Rs. 32,082,938 stated in the financial statements 2012/13 of the GOHL as payable to the GOPL had been eliminated from the accounts, the reasons behind it had not been disclosed to the Audit. After the above writing off, a sum of Rs. 6,258,170 on the remaining balance of Rs. 17,899,106 stated in the financial statements of the GOPL had been allocated for impairment losses and the remaining balance of Rs. 11,640,936 had been stated in the accounts reports as a receivable balance from the GOHL.
- 6.40 Further, although a sum of Rs. 16,660,724 had been stated as a balance receivable from the GOHL in the financial statements 2007/08 of the GOPL, a balance payable to the GOPL had not been stated in the financial statements of the GOHL and the reason therefor had not been disclosed to the Audit.
- 6.41 Although sums totaling Rs. 48,396,557 stated in the accounts 2011/12 comprising loans of Rs. 44,006,905 granted to the sugarcane farmers under the recoverable assets of the GOPL before 31 March 2010 and the biological assets of Rs. 4,389,652 as stated in Paragraph 5.5.8 above had been eliminated from the accounts in 2012/13, the reason behind that had not been disclosed to the Audit.
- 6.42 The observations revealed on the financial position of the GOHL established for the management affairs of the GOPL are as follows.
- 6.42.1 It was observed according to the financial statements of the GOHL from the 2009/10 to 2019/20 years of accounts that the company had not earned any operating income, and no financial transaction had taken place from 2017/18 to 2019/20 years of accounts.
- 6.42.2 Although there were motor vehicles worth Rs. 21,819,800 and office equipment and other assets worth Rs. 313,931 as non-current assets of the GOHL as at 01 April 2010, it had turned out to be zero as at 31 March 2017. It had continued to exist at zero up to 31 March 2020. The non-current liabilities of Rs. 477,516,136 as at 01 April 2010 had become zero by 31 March 2016. Accordingly, the non-current assets and liabilities of the GOHL had been zero in value during the period of 04 years from 2016/17 to 2019/20.
- 6.42.3 The administrative expenses and the financial cost of Rs. 11,693,094 and Rs.1,276,065 respectively in the 2009/10 year of accounts had been Rs. 329,020 and Rs.1,650 respectively by the 2019/20 year of accounts.

- 6.42.4 Accordingly, it was observed that GOHL, the company that manages GOPL, was a company confined only to the Board of Directors that did not have a staff and was not engaged in an effective operating activity.
- 6.42.5 It is observed that the intended objectives of the establishment of GOHL, which was established for the management of GOPL, have not been achieved as stated in the Management Agreement and the establishment of this Company has not been effective.

### **6.43 Production of liquor without the permission of the Excise Department**

- 6.43.1 It was observed that the GOPL which is a government institution had to pay a fine of Rs. 4.85 million for engaging in illegal business activities as stated in paragraph 5.8.3 above.
- 6.43.2 According to the Cabinet approval, although a key factor in the transfer of HSIL Management to a Privately Owned Joint Venture was to generate electricity as a by-product and strengthen the power system based on an energy purchase agreement with the Ceylon Electricity Board, it had not been so done and although ethanol produced by GOPL should be converted to E-diesel by entering into an agreement with the Ceylon Petroleum Corporation, no e-diesel production was observed.

### **6.44 The observations made during the implementation of the Small Agricultural Farmer Participatory Project (SAPP) Credit Assistance Scheme are as follows.**

- 6.44.1 According to the approved project report of the company, although it had been decided to provide 03 machines worth totaled Rs. 78,000 that can be used for sugarcane cultivation as grants to one farmer, it was observed that one multifunction machine worth 34,500 only had been given to each farmer by the date of audit on 30 March 2021.
- 6.44.2 As the multipurpose machine purchased to be distributed among the farmers under the grant had dual facilities of grass cutting and weed controlling, the project had decided that the remaining two machines would not be needed. It was observed that the remaining two machines had not been purchased up to 30 March 2021 and out of provision amounting to Rs. 312,000,000 made for the purchase of 03 machines, a sum of Rs. 174,000,000 or 56 per cent remained at the project office up to that date.
- 6.44.3 Although the GOPL had again prepared a project report and submitted it to the IFAD for the provision of harvesting machines to five registered farmers' associations using the provision of Rs. 174,000,000 remained under this project, those had not been provided due to not receiving the relevant



approval. Accordingly, it was observed that the GOPL had submitted the first project report without conducting a formal study.

6.44.4 The GOPL had not maintained a list relating to the handing over of multipurpose machines as purchased above to the farmers, any record relating to their usage and the current operations.

6.44.5 According to the project report prepared and submitted by GOPL, as the multi-purpose machine included in the 03 machines planned to be given as a grant to the farmers can also be used to perform the tasks that can be performed by the grass cutter, the farmers had lost the opportunity to replace the grass cutter with another machine that would be useful to them.

6.44.6 Even though provisions of Rs. 56,000,000 had been allocated to provide 4000 liquid sprayers to farmers as a grant, no action had been taken to provide the machine using those provisions. Although farmers have informed their need for a liquid sprayer for pest control and weed control in sugarcane cultivation, it was observed that their requirement has not been met.

6.44.7 The project office had informed that the following matters be considered as the criteria for the selection of farmers to grant loans under the SAAP loan scheme.

- To be a farmer having less than one hectare of land.
- To receive at least 50 per cent of the total income of a farmer from agriculture related income
- To receive monthly income less than Rs.25,000 - Rs.30,000.
- To be the farmers who did not receive benefits from this project before.

Although instructions had been given to follow the above criteria, it was observed that the Gal Oya Plantation Limited had granted loans to the farmers under this loan scheme without following the above criteria.

**6.45.** The observations made on the loan granted to 4000 farmers under the SAPP are as follows.

6.45.1 The bank accounts had been opened in favour of the farmers in Ampara, Uhana and Siyambalanduwa branches of the Hatton National Bank and the bank branches had credited the loan amount of Rs. 923,660,000 approved for the farmers to those bank accounts of the farmers. Subsequently, without properly notifying the farmers, a sum of Rs. 919,995,617 equal to 99.6 per cent out of the loan credited to the accounts of the farmers had been transferred to the bank account No. 058010007001 maintained in favour of the Gal Oya Plantation (Private) Limited in the Hatton National Bank, Ampara branch based on the letters obtained from the farmers at the time of opening their bank accounts.

- 6.45.2 Although a loan of Rs. 63,000,000 had been granted for 4000 sugarcane farmers at Rs. 15,750 each to obtain seedlings required for intercropping, the Company had not maintained any record relating to the distribution of intercrop seedlings to the farmers and the Company had used the above amount of Rs. 63,000,000.
- 6.45.3 It was reported to the Audit that the accounts of a large number of farmers had been dormant due to lack of sufficient amount to maintain their accounts owing to transferring the entire loan amount credited to the accounts of the farmers to the account of the Gal Oya Plantation (Pvt.) Ltd.
- 6.45.4 According to the Paragraph 7 (c) of the SAPP loan agreement, although the Company had been instructed to credit the money relating to the sugarcane supplied by the farmers to the farmers' accounts maintained by the relevant farmers, the company had not complied with the instructions. Similarly, it was observed that although one of the objectives of providing these loans was to enhance the capital capacity of the farmers and to develop proper banking skills, that objective has not been properly achieved.
- 6.45.5 Out of the loan amount of Rs. 230,915 granted to a farmer, the Company charges money for the supply of sugarcane seedlings, intercrop seedlings, fertilizer, weedicides and for harvesting and transportation carried out by the Company. The entire interest for the loan is paid by the farmers and it was observed that a situation has created where the Company totally transfers the loans given to the farmers before providing the services to the Company and utilizes the loans granted to the farmers.

## **07. Recommendations**

- 7.1 To ensure the government ownership of the GOPL with 51 per cent shareholdings to the government and maintained using the government properties by expanding supervision of the General Treasury with respect to the operations of the company and take action to properly recover the revenue due to the government by making maximum efforts to make the company profitable.

**(Reference : 6.5, 6.16, 6.17,6.29,6.32)**

- 7.2 Taking action to enter into agreements that protect the rights of the government in reaching agreements on the matters affecting the Company

**(Reference : 6.1, 6.18,6.24,6.27,6.28)**

- 7.3 Taking steps to minimize continuous operational inefficiencies by procuring funds with the terms as flexible as possible and at minimal financial cost in raising funds to

the company and focusing attention as to whether any party had acted on the contrary for economic interest.

**(Reference : 6.19, 6.30, 6.31, 6.36,6.37)**

- 7.4 As the current sugar production in the country accounts for only 09 percent of the local sugar requirement, maximum effort should be made to increase that production and thereby limit the sugar importation in the country, and operations of the company should be steered in a manner that ameliorates the economic standard of the sugarcane farmers and fulfill the expectation of Cabinet decision dated 30 March 2007.

**(Reference : 6.44,6.45)**

- 7.5 As the expected objectives in reaching agreements with the GOHL have not been properly materialized, attention should be drawn on the possibility to terminate the management agreement and conferring the management of this institution to the GOPL.

**(Reference : 6.42 )**

- 7.6 To focus attention to amend the Articles of Association to comply with the shareholding agreement entered into between the Government of Sri Lanka and Browns, LOLC and GOPL on 28 August 2009.

**(Reference : 6.11)**

- 7.7 As it is observed that GOPL has used government property without entering into an agreement with the government, appropriate measures should be taken.

**(Reference : 6.6)**

- 7.8 To make necessary arrangements to expeditiously fulfill the terms incorporated in the shareholding agreement and the management agreement and focus attention to extend the period of the agreements following a comprehensive analysis.

**(Reference : 6.27, 6.28)**

- 7.9 To analyze the loans obtained by the company under comparatively high interest rates and unfavourable conditions to the GOPL and focus attention to ease the interest rates and conditions.

**(Reference : 6.30)**

- 7.10 To focus on the possibility to maximum use of E-Diesel as an alternative to meet the local energy requirement.

**(Reference : 7.43.2)**

- 7.11 To focus attention towards the long-term impact on the Government rights and the Government economic outcome in restructuring the Public enterprises

(Reference : from 6.1 to 6.45)

- 7.12 To focus attention on granting approval for obtaining loans on large scales under extremely high-interest rates and abnormal loan conditions by the Board of Directors of the GOPL including Government representatives.

(Reference : 6.29, 6.30 ,6.31, 6.34, 6.35, 6.36, 6.37)

**Sgd./W.P.C. Wickramaratne**  
**Auditor General**

W.P.C. Wickramaratne

Auditor General

On ~~23~~ November 2021.

2013.05.27 වෙනිදින

මගේ අංකය: 100/01/26

ලේකම්,  
සිනි කර්මාන්ත සංවර්ධන අමාත්‍යාංශය,  
බත්තරමුල්ල.

සී/ස හිඟුරාන සිනි කර්මාන්තායතනයේ  
වත්කම්, වගකීම් සහ කිතිමය ගැටළු පිළිබඳ විස්තර වාර්තාව.

දුරකතනයෙන් කරන ලද දැනුම්දීම අනුව අප ආයතනයේ වත්කම්, වගකීම් සහ කිතිමය ගැටළු  
පිළිබඳ විස්තර වාර්තාව පහත දක්වා ඉදිරිපත් කරමිනි

ආයතනය ආරම්භයේ සිට වර්තමානය දක්වා වූ පසුබිම.

1950 දශකයේ පැවති ගල්මය සංවර්ධන මණ්ඩලය විසින් ගල්මය මිටියාවන සංවර්ධනය  
කරගෙන යෑමේදී එක් ව්‍යාපෘතියක් හැටියට ප්‍රදේශයේ දේශගුණික තත්ත්වයට පරිලන  
කෘෂිකාර්මික කටයුතු ආරම්භ කිරීමේදී උක් වගාවටද සුවිශේෂී ස්ථානයක් ලබාදීම තුලින්  
අම්පාර, හිඟුරාන ග්‍රාමයේ සිනි කම්හලක් 1960 දශකයේදී ස්ථාපිත කර එය ගල්මය සිනි  
කර්මාන්ත ආයතනය තමන් පවත්වා ගෙන යන ලදී.

එකී සිනි කම්හල පහත සඳහන් අංශයන්ගෙන් සමන්විතවේ.

- X අංග සම්පූර්ණ ප්‍රධාන කාර්මික වැඩපලක්,
- X විදුලි අංශයක් හා විදුලි උත්පාදන ඒකකයක්,
- X දුරකථන මධ්‍යස්ථානයක්
- X යාන්ත්‍රික වැඩපලක්,
- X සිවිල් ඉංජිනේරු අංශයක්,
- X ඉස්කාගාරයක්,
- X වාරිමාර්ග අංශයක්,
- X අංග සම්පූර්ණ රසායනාගාරයක්,
- X ජල පිරිපහදු ඒකකයක් හා ජලය එක්රැස් කල හැකි ජල වැටියක්,
- X කම්හල ඇතුළත හා පිටත උක් ට්‍රේලර් ගාල් කල හැකි උක් අංගන දෙකක්,
- X ප්‍රධාන සිනි ගබඩාව මුල්කර ගෙන යාන්ත්‍රික අමතර කොටස් ගබඩා කර තැබිය හැකි  
එක් එක් අංශයන්ට වෙන්ව පැවති ගබඩාවන්,
- X දැව්තෙල්, පෙට්‍රොල්, ඩීසල් සහ ලීපිසිතෙල් ගබඩා කර තැබිය හැකි ඒකකයන්,
- X වෛද්‍ය මධ්‍යස්ථානයක්,
- X සේවකයින්ගේ තේවාසික පහසුකම් වෙනුවෙන් නිවාස සංකීර්ණයක්,
- X ක්‍රීඩා පිට්ටනියක්, ලුමා ක්‍රීඩාංගනයක්, ක්‍රීඩා සමාජශාලා සහ පියළි තට්ටු පහසුකම් හා  
විධිමත් පිවිසුම් මාර්ග පද්ධතියක්,

තවද, කම්හල කේන්ද්‍රීය කොට උක් වගා කිරීම පිණිස සැකසුණු උක් වගා බිම් කලාප වශයෙන්  
පහකට බෙදා වෙන්කර පැවති අතර එකී කලාප 05 තුළම කාර්යාල, ගබඩා, තේවාසික පහසුකම්,  
උක් ට්‍රේලර් ගාල්කර තැබිය හැකි අංගනයක් හා කලාප හතරක කාර්මික උප වැඩපලක් පැවති  
අතර විධිමත් වාරි කලමනාකරනයකින් හා කේෂ්ත්‍ර පිවිසුම් මාර්ගයන්ගෙන් යුක්තව එය සකස්  
කර තිබුණි.

ජීව අමතරව එකී ව්‍යාපෘතියට අනුබද්ධිතව සිති කම්හල කේන්ද්‍රීය කොටගෙන සියළු පොදු පහසුකම් වලින් සමන්විත මිනිස් වාසයට උචිත හිඟුරාන කම්හල අවට නිවාස සංකීර්ණයක් වගා කලාපයේ කාර්යාලයන්ට ආසන්නව නිවාස සංකීර්ණයක් හා වගා කලාප ආසන්නයේ ගම්මාන 09 කද නිර්මාණය විය. එකී ගම්මාන ග්‍රාම අංක: 1,2,3,4,5,6,7,8, හා 9 යනුවෙන් හඳුන්වනු ලැබූ අතර ඒ භූල කමිකරු නිවාස 910 ක් ඉදිකර එවකට ගල්ලිය සිති කර්මාන්ත ආයතනයේ සේවයේ නියුතු සේවකයින්ගේ නේවාසික පහසුකම් සඳහා මාසික කුල අයකර ගැනීමේ පදනම ලබාදී තිබුණි.

කාලයක් මේ අයුරින් පවත්වාගෙන ගිය ගල්ලිය සංවර්ධන මණ්ඩලයට අයත් ගල්ලිය සිති කර්මාන්ත ආයතනය 1966.10.01 වෙනි දින ශ්‍රී ලංකා සිති සංයුක්ත මණ්ඩලයට පවරන ලද්දේ කම්හල ආශ්‍රිතව ගොඩනගන ලද ගම්මාන හා එකී ගම්මාන භූල ගොඩනගා තිබූ නිවාස හා අනෙකුත් සියළු යටිතල පහසුකම් හා සිති කම්හලේ සේවය කරන ලද සේවකයින්ද මණ්ඩලයට අත්කරගන්නා කරමිනි.

ශ්‍රී ලංකා සිති සංයුක්ත මණ්ඩලයේ අනුබද්ධිත සිති කම්හලක් ලෙසට හිඟුරාන සිති කම්හල පවරා ගැනීමෙන් අනතුරුව එකී සිති කම්හලේ උන්නතිය උදෙසා උක් වගා කටයුතු ව්‍යාප්ත කිරීම පිණිස කම්හල හා අවට ප්‍රදේශයන්හි උක් වගාවට උචිත හඳුනාගත් ඉඩම් ශ්‍රී ලංකා සිති සංයුක්ත මණ්ඩලය විසින් පවරා ගැනීම අවස්ථා දෙකකදී සිදු කරන ලදී.

ඒ අනුව 1975.03.21 වෙනි දිනැති අංක: 156 දරණ ගැසට් නිවේදනයෙන් හා 1989.10.12 දානමින් අංක: 580 දරණ ගැසට් නිවේදනයෙන් ඉඩම් පවරා ගැනීම සිදු වී ඇති අතර අත්පත් කරගත් පුද්ගලික ඉඩම් සඳහා රජයේ තක්සේරුව අනුව වන්දි මුදල් ගෙවම සිදු කරන ලදී. එසේ අත්පත් කර ගත් ඉඩම් සමඟ හිඟුරාන සිති කම්හලට අයත් වූ ඉඩම් ප්‍රමාණය හෙක්ටයාර් 7465.990 ක් විය.

එකී ඉඩම් ප්‍රමාණය උපයෝගී කර ගනිමින් සිති කම්හල කේන්ද්‍රීය කොට උක් වගාවත් සඳහා වගා කලාප පහක් නිර්මාණය කරන ලදී. එකී කලාප පහ වර්පතන්වේන, ගල්මඩුව, දිඝවාපිය, හිඟුරාන හා නින්ත යනුවෙන් නම් කරන ලදී. තවද, කම්හලේ පරිශ්‍රය හා ගල්මඩු කලාපයේ ඔප් උක් පර්යේෂණ ඒකකය සඳහාද ඉඩම් වෙන් කරන ලද අතර ජීව අදාල විස්තර පහත දක්වා ඇත.

X	වර්පතන්වේන කලාපය සඳහා ඉඩම් හෙක්ටයාර්	1158.228
X	ගල්මඩු කලාපය සඳහා ඉඩම් හෙක්ටයාර්	1263.483
X	නින්ත කලාපය සඳහා ඉඩම් හෙක්ටයාර්	1487.393
X	හිඟුරාන කලාපය සඳහා ඉඩම් හෙක්ටයාර්	1281.706
X	දිඝවාපිය කලාපය සඳහා ඉඩම් හෙක්ටයාර්	1305.992
	කලාප 05 සේ මුළු ඉඩම් ප්‍රමාණය හෙක්ටයාර්	6496.802
X	කම්හලේ පරිශ්‍රය සඳහා ඉඩම් හෙක්ටයාර්	82.882
X	එකතුව ඉඩම් ප්‍රමාණය හෙක්ටයාර්	6579.684

ආයතනය සතු මුළු ඉඩම් ප්‍රමාණය හෙක්ටයාර් 7465.990 න් ආයතනයේ සෘජු අවශ්‍යතාවය වෙනුවෙන් උපයෝගී කර ගෙන ඇති ඉඩම් ප්‍රමාණය හෙක්ටයාර් 6579.684 ක් වේ. ඒ අනුව අනෙකුත් පොදු පහසුකම් හා යටිතල පහසුකම් වෙනුවෙන් වෙන්වී ඇති ඉඩම් ප්‍රමාණය (7465.990 - 6579.684 = 886.306) හෙක්ටයාර් 886.306 ක් වන අතර එකී භූමි ප්‍රමාණය පහත සඳහන් කාර්යයන් වෙනුවෙන් බෙදී ගොස් ඇත.

එනම් ග්‍රාම අංක: 1,2,3,4,5,6,7,8, හා 9 වශයෙන් නම් කර ඇති කමිකරු නිවාස 910 ක් අඩංගු ගම්මාන 09 සඳහාද, හිඟුරාන මන්සාදියේ වෙලද සංකීර්ණය සඳහාද, හිඟුරාන පාසල් හන්දියේ

පිහිටා ඇති පැරණි මාර්තව ගොඩනැගිලි සංකීර්ණය සඳහාද, හිඟුරාන,කිනටත්ත,මුවංගල,ගල්මඩුව,මියුතුණ,තින්ත සහ නිඹිරිගොල්ල යන නාමයන්ගෙන් හඳුන්වන ග්‍රාමයන්හි පිහිටා ඇති පුප්‍රණිය ස්ථාන සඳහාද, කලාප 05 තුළ පිහිටා ඇති පාසල් සඳහාද, හිඟුරාන කම්හල් පෙදෙසේ පිහිටා ඇති කතෝලික පල්ලිය සඳහාද යනුවෙන් මුල් අවධියේ ඉඩම් භාවිතා කර ඇත.

කලාප පහට වෙන්ව ඇති ඉඩම් හෙක්ටයාර් 6496.802 ක ප්‍රමාණයෙන් උක් වගා කිරීම වෙනුවෙන් ඉඩම් හෙක්ටයාර් 4917.810 ක් වෙන් වී ඇති අතර (6496.802 - 4917.810 =1415.966) ඉතිරි ඉඩම් ප්‍රමාණය වන හෙක්ටයාර් 1578.992 ක් වේ. එකී බිම් ප්‍රමාණය තුළ කලාප කාර්යාල,ගබඩා,කලාප නිවාස, යාන්ත්‍රික උප වැඩපලවල්, ට්‍රේලර් අංගන, කේන්ද්‍ර පිවිසුම් මාර්ග,ඇල රක්ෂිත, උස්බිම්, වනවගා කර ඇති බිම්,ගල්තලා හා පොදු පහසුකම් වෙනුවෙන් භාවිතා කළ ඉඩම් ඇතුළත්වේ.

ශ්‍රී ලංකා සිනි සංයුක්ත මණ්ඩලයේ හිඟුරාන සිනි කම්හලට අයත් ඉහත දක්වා ඇති සම්පත් භාවිතා කරමින් සිනි නිෂ්පාදන කටයුතු කාලයක් කරගෙන යමින් සිටියදී එවකට පැවති රජය විසින් ගනු ලැබූ තීරණයක් ප්‍රකාරව රාජ්‍ය මණ්ඩලයක්ව පැවති ශ්‍රී ලංකා සිනි සංයුක්ත මණ්ඩලය රාජ්‍ය සමාගමක් බවට පත් කිරීමට ගත් තීරණයක් අනුව 1989.12.08 වෙනි දින අංක: 588 දරණ ගැසට් නිවේදනයෙන් ශ්‍රී ලංකා සිනි සංයුක්ත මණ්ඩලය ශ්‍රී ලංකා සිනි සමාගම බවට පත්කර ඒ නමින් ව්‍යාපාර කටයුතු ඉදිරියට පවත්වා ගෙන යෑම සිදු කරන ලදී.

කෙටි කාලයක් එසේ පවත්වා ගෙන ගිය ශ්‍රී ලංකා සිනි සමාගම වර්ෂ 1990 ක් වූ අගෝස්තු මස 08 වෙනි දින කැබිනට් මණ්ඩලය විසින් ගනු ලැබූ තීරණයක් ප්‍රකාරව සමාගම සතුව පැවති කම්හල් තුන ස්වාධීන ආයතන තුනක් බවට පරිවර්ථනය කිරීමේදී හිඟුරාන සිනි කම්හල සී/ස හිඟුරාන සිනි කර්මාන්තය යනුවෙන් ස්වාධීන ආයතනයක් බවට පත් වූ අතර ඒ සඳහා වෙනම අධ්‍යක්ෂ මණ්ඩලයක් පත් කර සී/ස හිඟුරාන සිනි කර්මාන්තය යනුවෙන් ව්‍යාපාර කටයුතු ඉදිරියට කරගෙන යන ලදී. එම අවස්ථාවේදී හිඟුරාන සිනි කම්හල කේන්ද්‍රීය කොට පැවති සීයඑ නිශ්චල හා වංචල දේපල සී/ස හිඟුරාන සිනි කර්මාන්තයට පැවරීමට ශ්‍රී ලංකා සිනි සමාගම තීරණය කරන ලදී.

ඒ අනුව , ග්‍රෙගරි පාරේ පවත්වා ගෙන ගිය බෝතල් යන්ත්‍රාගාරය හා අංක:651, ඇල්විටිගල මාවත,තාරාහේන්පිට ලිපිනයේ පිහිටා තිබූ කොලඹ ප්‍රධාන කාර්යාල භූමියෙන් අක්කර 01 ක පමණ භූමි ප්‍රමාණය හා එකී භූමියේ පැවති ගොඩනැගිලි (ගබඩා හා කාර්යාල ගොඩනැගිල්ල) හිඟුරාන සිනි කර්මාන්තයට පවරන ලද අතර එම ස්ථානය පසුව 561/3, ඇල්විටිගල මාවත තාරාහේන්පිට යනුවෙන් ව්‍යාපාර කටයුතු පවත්වාගෙන යෑම 1991.02.05 වෙනි දින සිට සිදු කර ගෙන යන ලදී.

රාජ්‍ය ආයතනයක්ව පැවති සී/ස හිඟුරාන සිනි කර්මාන්තය එවකට පැවති රජය විසින් ගනු ලැබූ තීරණයක් ප්‍රකාරව 1993 වර්ෂයේදී පුද්ගලිකරණයට ලක් කිරීමට තීරණය කරන ලද්දේ ආයතනය සතු කොටස් ප්‍රමාණයෙන් 90% කොටස් ප්‍රමාණයක් පුද්ගලික අංශයටත් 10% කොටස් ප්‍රමාණයක් එවකට සේවයේ තිසුතු සේවකයින් සඳහා බෙදී යන අයුරිනි.

ඉහත තීරණය ප්‍රකාරව 1993.01.22 වෙනි දින සිට 90% ක කොටස් ප්‍රමාණය එස්.ඒ.බී.ට්‍රේඩිං පුද්ගලික සමාගමට පවරන ලද අතර 10% ක ඉතිරි කොටස් ප්‍රමාණය සේවකයන් අතරේ බෙදා දෙමින් සී/ස හිඟුරාන සිනි කර්මාන්තය පුද්ගලිකරණයට ලක් කරන ලදී

මෙසේ පුද්ගලිකරණයට ලක් හිඟුරාන සිනි කර්මාන්තයේ පරිපාලන කටයුතු හා මූල්‍ය කටයුතු ආයතනය පවරාගත් එස්.ඒ.බී.ට්‍රේඩිං පුද්ගලික සමාගම විසින් මෙහෙය වන ලදී. හිඟුරාන සිනි කර්මාන්තයේ පරිපාලන හා මූල්‍ය කටයුතු විධිමත්ව පවත්වා ගෙන නොයෑම මත 1996 වර්ෂයේ අග භාගය වන විට ආයතනය මුළුමනින්ම අකර්මණ්‍ය විමත්, පාලක පක්ෂය ආයතනය හැර දමා විදේශ ගතවීමත් සමඟම අතිගරු ජනාධිපතිගේ අංක:959/10 හා 1991.01.24 දාතම දරණ

අති විශේෂ ගැසට් නිවේදනයෙන් සී/ස හිඟුරාන සිනි කර්මාන්තය 1997 ජනවර මස 21 වෙනි දින නැවත රජයට පවරා ගන්නා ලද්දේ වත්කම් හා වගකීම්ද සහිතවය.

එසේ රජයට පවරාගත් සී/ස හිඟුරාන සිනි කර්මාන්තයතනය මෙහෙයවීම සඳහා නිසි බලධාරීවරයෙකු යටතට පත් කරන ලදී. එම අවස්ථාවේදී හිටපු සමාගම් පාලක පක්ෂය ආයතනය හැර දමාගොස් සීපී හෙයින් විධිමත් බාර ගැනීමක් හා බාරදීමක් සිදුනොවුන අතර පැවති තත්ත්වයෙන් ආයතනය බාරගැනීමට එම අවස්ථාවේදී සිදුවිය.

සී/ස හිඟුරාන සිනි කර්මාන්තයට අයත් නිරවුල්ව පැවති වත්කම් අතුරින් කොළඹ ප්‍රධාන කාර්යාල පරිශ්‍රය හා හිඟුරානේ කම්හල් පරිශ්‍රය ඇතුළු නිවාස සංකීර්ණය සමාගම් පාලක පක්ෂය විසින් මහජන බැංකුවට උකස් කර ණය ලබා ගෙන ඇතත් එකී ණය මුදල් පියවීමක් සිදු කර නොමැත වීම මත එකී වත්කම් නිරවුල් කිරීම වෙනුවෙන් මිලියන 320 ක මුදලක් දැරීමට රජයට සිදු විය.

ඒ අනුව 1993 වර්ෂයේ සිට 1997 වර්ෂයේ රජයට පවරා ගන්නා අවස්ථාව දක්වා වූ කාලයට අදාල විශේෂයෙන් වැදගත් ගිණුම් කටයුතු සම්බන්ධයෙන් පැහැදිලි තොරතුරු හා ලිපි ලේඛණ කිසිවක් නොපැවතුන බවත් පැවති දෑ ඒ තත්ත්වයෙන් බාර ගැනීමට සිදු විය.

අතතුරුව 1999.10.01 වෙනි දිනින්, රජයට පවරාගත් සී/ස හිඟුරාන සිනි කර්මාන්තය වෙනුවෙන් අධ්‍යක්ෂ මණ්ඩලයක් මුදල් අමාත්‍යාංශය විසින් පත් කර වැවිලි කර්මාන්ත අමාත්‍යාංශයේ විෂය පථයට සී/ස හිඟුරාන සිනි කර්මාන්තය ඇතුලත් කරන ලදී.

ඉන් අතතුරුව ආයතනයේ නිෂ්පාදන කටයුතු යලි ආරම්භ කිරීම සඳහා සුදුසු ආයෝජකයෙකු තෝරා පත් කර ගැනීම වෙනුවෙන් අමාත්‍යාංශය කටයුතු කරන ලද මුත් සමාගම් පාලක සමයේදී නිර්මාණය වී තිබූ අර්බුදකාරී තත්ත්වයන් හේතුවෙන් එකී කාර්යය ඉටු කර ගැනීමට නොහැකි විය.

මේ වන විට ආයතනයේ ස්ථිර සේවකයින් 2428 ක් පමණ සේවක පිරිසක් සීපී බවත් ඔවුන් සඳහා වැටුප් ගෙවීම් මහා භාණ්ඩාගාරය විසින් සිදු කරන ලද බවත්, එක් මාසයක් වෙනුවෙන් වැටුප් සඳහා මිලියන 08 පමණ මුදලක් දැරීමට සිදු වූ බවත් ආයතනය පවත්වා ගෙන යෑම වෙනුවෙන් හා සමාගම් පාලක පක්ෂය විසින් එම අවධියේදී පිටස්තර ආයතන වලින් ලබා ගත් සේවාවන් වෙනුවෙන් කල යුතු ගෙවීම් නිරවුල් කර නොතිබීම මත රජයට ඒ වෙනුවෙන් පෙනී සිටීමත් එකී මූල්‍ය අර්බුද විසඳීමට සිදු වූ බවත්, මෙම හේතූන් මත විශාල පිරිවැයක් මහා භාණ්ඩාගාරයට දිගින් දිගට දැරීමට නොහැකි නිසා විකල්ප ක්‍රියා මාර්ගයක් වශයෙන් සිය කැමැත්තෙන් සේවයෙන් ඉවත්ව යන්නන් සඳහා වන්දි යෝජනා ක්‍රමයක් හඳුන්වා දෙන ලදී.

ඒ අනුව ආයතනයේ සියළුම සේවකයින් තම රුකියාවේ සුරක්ෂිත භාවය ගැන පැවති අවධානම් තත්ත්වය මත වන්දි යෝජනා ක්‍රමය යටතේ සේවයෙන් ඉවත්වීමට කැමැත්ත ප්‍රකාශ කරන ලද අතර ඒ අනුව 2000 වර්ෂයේ ජූනි මස වන්දි යෝජනා ක්‍රමය ක්‍රියාත්මක කර අධියර කිහිපයක් යටතේ වන්දි මුදල් ගෙවා 2001 අගෝස්තු මාසයේදී අවසන් කරන ලදී.

මෙම අවස්ථාවේදී ආයතනය පවත්වා ගෙන යෑම වෙනුවෙන් වගකිව යුතු සේවක පිරිසක් නොසිටි හෙයින් සහ , ආයතනය නැවත ආයෝජකයෙකු හට පවරන තෙක් සීමිත සේවක පිරිසක් කොත්තාත් පදනම මත සේවයේ පිහිටුවා ආයතනය පවත්වා ගෙන යෑමට කටයුතු යලසන ලදී.

අතතුරුව 2002.02.08 වෙනි දින අංක:1225/19 දරණ ගැසට් නිවේදනයෙන් මෙම ආයතනය ආර්ථික ප්‍රතිසංස්කරණ , විද්‍යා හා තාක්ෂණ අමාත්‍යාංශයේ විෂය පථයට ඇතුලත් වූ අතර මෙම කාලවකවානුවේදීද ආයතනයේ නිෂ්පාදන කටයුතු ආරම්භ කිරීමට උත්සාහ කලද සුදුසු ආයෝජකයෙකු තෝරා ගැනීමට නොහැකි විය.



අනතුරුව 2004 වර්ෂයේදීද අංක:1338/9 හා 2004.04.28 වෙනි දින ගැසට් නිවේදනයෙන් නැවත වරක් මෙම ආයතනය වැවිලි කර්මාන්ත අමාත්‍යාංශය යටතට පත් විය. අනතුරුව පැවති කැබිනට් සංශෝධන අනුව අමාත්‍යාංශ බෙදා වෙන් කිරීමේදී නැවත වරක් 2005.12.08 දාතමින් අංක:1422/22 දරණ ගැසට් නිවේදනයෙන් සී/ස හිඟුරාන සීනි කර්මාන්තය වැවිලි කර්මාන්ත අමාත්‍යාංශයේ විෂය පථයට ඇතුළත් විය.

එම වකවානුවේදී වසා දමා තිබුණු කර්මාන්තශාලා යහ රජයේ ව්‍යාපාර නැවත සංවර්ධනය කිරීමේ රජයේ ප්‍රතිපත්තිය අනුව නිපුණතා සංවර්ධන සහ රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ ගරු අමාත්‍යතුමා විසින් හිඟුරාන සීනි කර්මාන්තශාලාව සංවර්ධනය කිරීම සඳහා ඉදිරිපත් කරන ලද 2006.06.26 දිනැති අංක:06/1203/274/012 දරණ අමාත්‍ය මණ්ඩල සංදේශය අමාත්‍ය මණ්ඩල උප කමිටුවේ නිර්දේශ පදනම කරගෙන හිඟුරාන සීනි කර්මාන්තශාලාව නව පොද්ගලික ආයෝජකයෙකුට සංවර්ධනය කිරීම පිණිස ලබා දීමට 2006 ජූලි 19 වෙනි දින අමාත්‍ය මණ්ඩල අනුමැතිය ලබා දෙන ලදී.

ඉන් අනතුරුව ආයෝජන පහසුකම් සැපයීම පිළිබඳ අමාත්‍ය මණ්ඩල අනු කමිටුව විසින් 2006 ජූලි මස 19 වෙනි දිනැති අමාත්‍ය මණ්ඩල නිර්ණයද සැලකිල්ලට ගෙන, ශ්‍රී ලංකා රජය,බුටුන්ස් සහ සමාගම සහ ලංකා ඔරික්ස් ලිසි. සමාගම යන අයගෙන් සැදුම්ලත් හවුලක් මගින් හිඟුරාන සීනි කර්මාන්තශාලාව නැවත ආරම්භ කිරීමටත් එහි කළමනාකරණය නව හවුල වන ගල්මය වැවිලි පුද්ගලික සමාගම වෙත ලබා දීමටත් හිඟුරාන සීනි සමාගමේ දේපල වල අයිතිය රජය සතුව තබා ගැනීමටත් නිර්ණය කරන ලදී.

ඒ අනුව ආයෝජන මණ්ඩලයේ මැදිහත් වීම මත ගල්මය වැවිලි සමාගම නමින් පිහිටුවන ලද සමාගම ආයෝජන මණ්ඩලය සමඟ අංක:359 දරණ ගිවිසුමකට ඇතුළත් වී ඇතත් එහි ගිවිසුම කටරෙක්ද යන්නත්, ගල්මය වැවිලි සමාගම නමින් සමාගමක් පිහිටුවා ඇත්තේ කෙසේද යන්නත් කුමන පනතක් අනුවද යන්න මේ වන විටත් සී/ස හිඟුරාන සීනි කර්මාන්තය විසින් විස්තර කිසිවක් නොදනියි.

මෙම අවස්ථාවේදී හවුල් පාර්ශවකරුවන් වන බුටුන්ස් සහ සමාගම සහ ලංකා ඔරික්ස් ලිසි. සමාගම හිඟුරාන සීනි කර්මාන්තයේ හවුල් පාර්ශවකරුවන් වශයෙන් පත්කර ගැනුණේ කුමන පදනම යටතේද යන්න විස්තර නොමැත.

අනතුරුව 2006.11.09 දින රැස්වූ ආයෝජන පහසුකම් සැපයීම පිළිබඳ අමාත්‍ය මණ්ඩල උප කමිටුව විසින් ඉහත හවුල වෙත අදාල දේපල දීර්ඝ කාලීන බදු ගිවිසුමක් මගින් ලබාදීම සඳහා රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිසමට පහසුකම් සපයන්නෙකු ලෙස ක්‍රියාකිරීම සඳහා අනුමැතිය ඉල්ලා වැවිලි කර්මාන්ත අමාත්‍යතුමා සහ ව්‍යාපාර සංවර්ධන සහ ආයෝජන ප්‍රවර්ධන ඇමතිතුමා විසින් ඒකාබද්ධ අමාත්‍ය මණ්ඩල සංදේශයක් ඉදිරිපත් කලයුතු බව නිර්ණය කර ඇත.

ඒ අනුව ආයෝජන ප්‍රවර්ධන සහ රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ ඇමතිතුමා සහ වැවිලි කර්මාන්ත ඇමතිතුමා විසින් ඉදිරිපත් කරන ලද 2006.11.28 දිනැති අංක:6/2251/250/047 දරණ ඒකාබද්ධ අමාත්‍ය මණ්ඩල සංදේශය සලකා බලා 2006.12.06 දින අමාත්‍ය මණ්ඩලය විසින් හිඟුරාන සීනි කර්මාන්තයතනසේ කළමනාකරණය ශ්‍රී ලංකා රජය,බුටුන්ස් සහ සමාගම සහ ලංකා ඔරික්ස් ලිසි. සමාගම යන අය වෙත ලබාදීමේ ගනුදෙනුව සම්බන්ධයෙන් රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිසම පහසුකම් සපයන්නෙකු වශයෙන් කටයුතු කිරීම සඳහා අනුමැතිය ලබාදෙන ලදී.

මේ අතර තුර කාලයේදී අංක:1482/9 හා 2007.01.29 වෙනි දින දරන ගැසට් නිවේදනය මගින් අතිරේක වැවිලි බෝග සංවර්ධන අමාත්‍යාංශයේ විෂය පථයට සී/ස හිඟුරාන සීනි කර්මාන්තය ඇතුළත් වෙන ලදී.

ඉන් පසුව ව්‍යවසාය සංවර්ධන සහ ආයෝජන ප්‍රවර්ධන අමාත්‍යතුමා විසින් 2007 මාර්තු මස 30 වැනි දින ඉදිරිපත් කළ අංක:07/0535/334/006 දරණ අමාත්‍ය මණ්ඩල සටහන අතිරේක වැවිලි බෝග සංවර්ධන අමාත්‍යතුමාගේ නිරීක්ෂණද සැලකිල්ලට ගෙන පහත සඳහන් යෝජනා සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය 2007 අප්‍රේල් මස 25 වෙනි දින ලබා දෙන ලදී.

කැබිනට් අනුකාරක සභාවේ තීරණය සහ 2006 ඔක්තෝම්බර් 25 වැනි දින ආයෝජන මණ්ඩලයේ සහ ගල්ඔය වැවිලි සමාගම අතර ඇති කර ගන්නා ලද ගිවිසුමෙහි පිලිබඳු වී ඇති පරිදි, ශ්‍රී ලංකා රජය ගල්ඔය වැවිලි සමාගම තුළින් සී/ස හිඟුරාන සීනි කර්මාන්තය නැවත පණගැන්වීමට තීරණය කර ඇත.

රජයේ ප්‍රධාන තත්සේරුකරු විසින් නියම කරන ලද තත්සේරු මිලකට (වගකීම් බැහැරව) ගල්ඔය වැවිලි සමාගමට ශ්‍රී ලංකා රජය/ඉඩම් කොමසාරිස් විසින් දේපල සහ වත්කම් අත්කර දීමට/පැවරීමට/ බදු දීමට තීරණය කර ඇත.

රජයේ ප්‍රධාන තත්සේරු කරු විසින් ගල්ඔය වැවිලි සමාගමට බාරදීමට නියමිත වත්කම් තත්සේරු කර ඇති බවත් එහි වටිනාකම රුපියල් මිලියන 2100 ක් බැව් පාර්ලිමේන්තු පොදු කාරකර සභා අවස්ථාවේදී පැහැදිලි කරන ලද බවත් එහි වත්කම් අතුරින් ගල්ඔය වැවිලි සමාගම වෙත පවරනු ලබන වංචල දේපොළ වල රජයේ ප්‍රධාන තත්සේරු කරන ලද වර්තමාන වෙළෙඳ වටිනාකම වන රුපියල් දශ ලක්ෂ 222 ක මුදල සහ ඉහත බදු පදනම මත ගල්ඔය වැවිලි සමාගම වෙත ලබාදෙනු ලබන හිඟුරාන සීනි කර්මාන්තයට අයත් නිශ්චල දේපල වල අවුරුදු 30 සඳහා රජයේ ප්‍රධාන තත්සේරුකරු විසින් ගණනය කරන බදු මුදලේ ශුද්ධ වර්තමාන වටිනාකම වන රුපියල් මිලියන 294 ක මුදල ඇතුළත්ව රුපියල් දශ ලක්ෂ 516 ගල්ඔය වැවිලි සමාගමේ 51% සඳහා රජයේ කොටස් හිමිකම වශයෙන් යොදවා ඇත.

මේ සම්බන්ධයෙන් විස්තර සී/ස හිඟුරාන සීනි කර්මාන්තය සතුව නොමැති වුවද විගතකාධිපතිගේ වාර්තාව අනුව ඉහත කරුණු සනාත වේ. තවද, 2006 ජූලි මස 19 වැනි දින පැවති අමාත්‍ය මණ්ඩල තීරණය අනුව සී/ස හිඟුරාන සීනි කර්මාන්තයේ සියළුම දේපල වල අයිතිය රජය සතුව තබා ගැනීමට තීරණය කර ඇතත් පසුව ගල්ඔය වැවිලි සමාගමට දේපල පවරාදීමක් සිදු කර ඇත.

අනතුරුව, ඉහත සඳහන් යෝජනා සඳහා පහසුකම් සපයන්නෙකු ලෙස ක්‍රියා කරමින් සිටි රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිසම අහෝසි කිරීමට අමාත්‍ය මණ්ඩලය විසින් තීරණය කිරීම නිසා 2007 අප්‍රේල් මස 25 වෙනි දින එළඹී අමාත්‍ය මණ්ඩල තීරණය තවදුරටත් ක්‍රියාත්මක කිරීම පිලිබඳව ගරු නීතිපතිවරයාගේ උපදෙස් පරිදි ව්‍යවසාය සංවර්ධන සහ ආයෝජන ප්‍රවර්ධන අමාත්‍ය ගරු ආචාර්ය සරත් අමුණුගම මැතිතුමා විසින් මෙම ක්‍රියාවලිය පිලිබඳ සියලු විස්තර ඇතුළත් කරමින් 2008 පෙබරවාරි මස 12 වෙනි දින අංක:08/0302/334/003 දරණ අමාත්‍ය මණ්ඩල පත්‍රිකාව ඉදිරිපත් කර ඇත. ඒ අනුව නැවත වරක් 2007 අප්‍රේල් 25 වැනි දින අමාත්‍ය මණ්ඩල තීරණය ක්‍රියාත්මක කිරීමටත් මේ පිලිබඳව ගරු නීතිපතිවරයා දැනුවත් කිරීමටත් අමාත්‍ය මණ්ඩලය විසින් 2008 පෙබරවාරි මස 13 වැනි දින තීරණය කර ඇත.

මේ අනුව රජයට කොටස් 51% ක හිමිකමක් සහ ඛුටුන්ස් සහ සමාගම සහ ලංකා ඔරික්ස් ලීසිං සමාගමට කොටස් 49% ක හිමිකමක් ලැබෙන පරිදි සී/ස හිඟුරාන සීනි කර්මාන්තයේ කොටස් බෙදී ගොස් ඇත.

ඉහත අනුව 2007.06.16 වෙනි දින හවුල් පාර්ශවකරුවන් වන ගල්ඔය වැවිලි සමාගම හිඟුරාන සීනි කර්මාන්තායතනය තුලට පැමිණියත් ඒ වන විට ගිවිසුම් අත්සන් කිරීමක් සිදු නොවුණි. මේ සම්බන්ධයෙන් මුදල් අමාත්‍යාංශය දැනුවත් කිරීමේදී එකී සමාගම හවුල් පාර්ශවකරුවන් වශයෙන් කටයුතු කිරීමට තෝරා ගෙන ඇති බැවින් ඔවුන්ට රාජකාරී කටයුතු කරගෙන යෑමට ඉඩ සලසන ලෙස කරන ලද දැනුම්දීම අනුව ඉඩ පහසුකම් සැලසීමට වර්තමාන පාලන පක්ෂයට සිදු විය.

තත්ත්වය එසේ පැවතියදී ගිවිසුම් අත්සන් කිරීම වෙනුවෙන් 2009 මාර්තු මස 26 වෙනි දින අංක:අමප/09/0398/329/003 දරණ සංදේශයෙන් අමාත්‍ය මණ්ඩල අනුමැතිය ලබාදෙන ලද අතර කොටස්කරුවන්ගේ ගිවිසුම අත්සන් කිරීම මහා ගාණ්ඩාගාරයෙන් 2009.08.28 වෙනි දින සිදු කර ඇත.

ඉහත අනුව ගිවිසුම් ප්‍රකාරව ගල්මය වැවිලි පුද්ගලික සමාගම වෙත බාර දිය යුතු හා බාරදී ඇති ඉඩම් ප්‍රමාණය හෙක්ටයාර් 277.753 ක් වන අතර ඒ තුළ පිහිටා ඇති නිශ්චල දේපලද එකී සමාගමට පවරා දී ඇත. පවරා දී ඇති ඉඩම් පිළිබඳ විස්තර පහත සඳහන් පරිදි වේ.

x	ගල්මඩු පර්යේෂණ ඒකකයේ ඉඩම් ප්‍රමාණය හෙක්ටයාර්	163.026
x	කලාප 05 සේ කාර්යාල 05 වෙනුවෙන්ද ගබඩා,යාන්ත්‍රි උප වැඩපලවල්,උක් අංගනයන් වෙනුවෙන් වෙන් වූ ඉඩම් ප්‍රමාණය හෙක්ටයාර්	97.200
x	හිඟුරාන කම්හල් පරිශ්‍රයෙන් ඉඩම් හෙක්ටයාර්	17.527
	<b>එකතුව</b>	<b>277.753</b>

කම්හල් පරිශ්‍රය හා නිවාස සංකීර්ණයට අයත් මුළු ඉඩම් ප්‍රමාණය හෙක්ටයාර් 82.882 ක් වන අතර එකී ප්‍රමාණයෙන් ගල්මය වැවිලි පුද්ගලික සමාගමට ගිවිසුම් ප්‍රකාරව බාරදී ඇත්තේ හෙක්ටයාර් 17.527 ක භූමි ප්‍රමාණය හා එකී භූමිය තුළ පවතින ගොඩනැගිලි පමණි. (හෙක්ටයාර් 17.527 ක භූමි ප්‍රමාණයට අයත් පිඹුරුපත මීට අමුණා ඇත.

ඒ අනුව ( 82.882 - 17.527 = 65.355) හෙක්ටයාර් 65.355 ක භූමි ප්‍රමාණය හා එකී භූමිය තුළ පවතින ගොඩනැගිලි හා නිවාස හිඟුරාන සිටි කර්මාන්තය සතු වත්කම් වේ.

උක් ඉඩම් කට්ටි යෝජනා ක්‍රමය යටතේ උක් වගා කිරීම පිණිස කලාප 05 යටතේ පවතින ඉඩම් අතුරින් උක් ගොවිත් සඳහා බෙදා දී ඇති ඉඩම් ප්‍රමාණය පහත සඳහන් පරිදි වේ.

x	වරපතත්වේන කලාපයේ ඉඩම් හෙක්ටයාර්	1006.494
x	ගල්මඩුව කලාපයේ ඉඩම් හෙක්ටයාර්	989.928
x	දිසවාපි කලාපයේ ඉඩම් හෙක්ටයාර්	1031.147
x	හිඟුරාන කලාපයේ ඉඩම් හෙක්ටයාර්	778.957
x	නීත්ත කලාපයේ ඉඩම් හෙක්ටයාර්	1111.284
x	<b>එකතුව</b>	<b>4917.810</b>

තවද,ගල්මඩුව පර්යේෂණ ඒකකය සඳහා ඉඩම් හෙක්ටයාර් 163.026 ක භූමියක් පවතින අතර එකී භූමියද උක් වගා කිරීම පිණිස භාවිතා කරනු ලබන බවත් ඒ අනුව සෘජුවම උක් වගා කිරීම පිණිස භාවිතා කරනු ලබන මුළු ඉඩම් ප්‍රමාණය ( 4917.810 + 163.026 = 5080.836 ) හෙක්ටයාර් 5080.836 ක් වේ.

දිසවාපි කලාපයට අයත් නොරොට්ටෝල යනුවෙන් හැඳින්වෙන අංක:223 දරණ ඉඩම් කට්ටියේ පවතින ඉඩම් ප්‍රමාණයෙන් ඉඩම් අක්කර 100 ක ප්‍රමාණයක් සුනාමි නිවාස ඉදි කිරීම සඳහා සිංහ සමාජය විසින් අප ආයතනයෙන් ඉල්ලීමක් කරන ලදී.එම අවස්ථාවේදී එකී ඉල්ලීම ආයතනය විසින් ප්‍රතික්ෂේප කරන ලදී. නමුත් වැවිලි කර්මාන්ත අමාත්‍යාංශය විසින් එම අවස්ථාවේදී නිවාස ඉදි කිරීම වෙනුවෙන් ඉඩම් ප්‍රමාණය නිදහස් කරන ලෙසට කරන ලද දැනුම් දීම අනුව තැනීමට යෝජිත නිවාස ප්‍රමාණය ගැන කරුණු විමසා ඉඩම් අක්කර 100 ක් නිදහස් කිරීම වෙනුවට ඉඩම් අක්කර 40 ක ප්‍රමාණයක් නිදහස් කල හැකි බව පවසමින් ලිපියකින් දන්වා සිටින ලදී.

වසර පමණ කාලයක් ගත වුවද නිවාස ඉදි කිරීමක් සිංහ සමාජය විසින් සිදු නොකල හෙයින් උක්ත ලිපිය අවලංගු කර ලිපියක් යොමු කරමින් ඉඩම් අක්කර 40 නැවත ආයතනයේ ඛාරයට ගන්නා ලදී. කාලයක් එසේ පැවතීමෙන් පසු නිවාස සංවර්ධන අමාත්‍යවරය වශයෙන් පේරියල් අපරොඥ මහත්මිය පත්වීමෙන් අනතුරුව අප ආයතනයෙන් කිසිදු විමසීමකින් තොරව අමාත්‍යතුමියගේ මූලිකත්වයෙන් උක්ත ඉඩමේ නිවාස තැනීම වෙනුවෙන් මුල්ගල් තැබීමට කටයුතු කල අවස්ථාවේදී ආයතනය විසින් කරන ලද කරුණු පැහැදිලි කිරීම් නොතකා කටයුතු කල හෙයින් නීති මගින් කටයුතු කිරීමට පෙළඹිනි.

තමුත් නිවාස තැනීමේ කටයුතු ආරම්භ කර සිදු කර ගෙන යෑම නිසා ඒ සම්බන්ධයෙන් අම්පාර දිසාපති වෙත සිද්ධිය පැහැදිලි කර දී ආයතනයෙන් ලබා ගන්නා ඉඩම් ප්‍රමාණය වෙනුවෙන් තක්සේරු වටිනාකම ලබා දෙන ලෙස ඉල්ලා සිටින ලද අවස්ථාවේදී ඒ සම්බන්ධයෙන් පසුව කටයුතු කර තීරණයක් ගන්නා තෙක් ඉඩම් අක්කර 40 ක ප්‍රමාණයක් නිදහස් කරන ලෙස ආයතනය වෙත දන්වා සිටින ලදී.

තමුත්, ඒ වන විට නිවාස තැනීමේ කටයුතු කර ගෙන ගිය අතර නිවාස තැනීම වෙනුවෙන් ඉඩම් අක්කර 40 ක ප්‍රමාණය වෙනුවට ඉඩම් අක්කර 60 පමණ ප්‍රමාණයක් යොදා ගෙන ඇත. මෙහි ඉඩම් ප්‍රමාණය වෙනුවෙන් තක්සේරු වටිනාකම ආයතනයට ලබාදීමක් සිදු වී නොමැති බවත්, නිත්‍යානුකූලව ඉඩම් අක්කර 60 ප්‍රමාණය ආයතනය විසින් නිදහස් කර නොමැති බවත් පෙන්වා දෙන අතර එහි හුම් ප්‍රමාණය තුළ මේ වන විට රජ්‍ය නොවන සංවිධානයකින් පරිත්‍යාග කරන ලද මුදල් උපයෝගී කරගෙන නිවාස 500 පමණ නිවාස සංකීර්ණයක් ඉදිකර ඇතත් මේ දක්වා එකී නිවාස කිසිවෙකුට පවරාදීමක් හෝ කිසිවෙකුට පදිංචිය පිණිස ලබාදීමක් සිදු කර නොමැතිව වසා දමා ඇතැයි වාර්තා වී ඇත. මේ වන විට එකී නිවාස සම්බන්ධයෙන් සොයා බලා සුදුසු ක්‍රියා මාර්ගයක් ගන්නා ලෙසට ඉදිකිරීම්, ඉංජිනේරු සේවා, නිවාස හා පොදු පහසුකම් අමාත්‍යාංශයට කටයුතු කරන ලෙසට රාජ්‍ය සම්පත් සහ ව්‍යාවසාය සංවර්ධන අමාත්‍යාංශයේ ලේකම් විසින් දැනුම් දී ඇත.



වෙනත් ආයතනවල පුද්ගලයින් හුක්නි විදින ආයතනයේ නිවාස හා ගොඩනැගිලි.

කලාප 01 තුළ පිහිටා ඇති ග්‍රාම 07 වෛද්‍ය මධ්‍යස්ථානය ගොඩනැගිල්ල හා නිල නිවාසය, පෙර පාසල් ගොඩනැගිල්ල, ප්‍රජා ශාලා ගොඩනැගිල්ල, ග්‍රාම 07 විවිධ සේවා සමුපකාර ගොඩනැගිල්ල,

කලාප 02 තුළ පිහිටා ඇති සෞඛ්‍ය මධ්‍යස්ථාන ගොඩනැගිල්ල, පෙරපාසල් ගොඩනැගිල්ල, ග්‍රාම සේවා නිලධාරී ගොඩනැගිල්ල, මහජන පුස්තකාල ගොඩනැගිල්ල, විවිධ සේවා සමුපකාර සමීති ගොඩනැගිල්ල, පොලීස් උප කාර්මික වැඩපල ගොඩනැගිල්ල හා පොලීස් නිලධාරීන් නේවාසිකව සිටින නිවාස 05 ක්, මොරවිල්ආරු පොලීස් මුරපොල ගොඩනැගිල්ල,

කලාප 03 තුළ පිහිටා ඇති තැපැල් කාර්යාල ගොඩනැගිල්ල, වෛද්‍ය මධ්‍යස්ථානය ගොඩනැගිල්ල, පොලීස් නිලධාරී සඳහා ලබා දී ඇති නිවාස 04 , පෙර පාසල් ගොඩනැගිල්ල,

කලාප 04 තුළ පිහිටා ඇති විවිධ සේවා සමුපකාර සමීති ගොඩනැගිල්ල, පෙර පාසල් ගොඩනැගිල්ල, ප්‍රජා ශාලා ගොඩනැගිල්ල,

කලාප 05 තුළ පිහිටා ඇති පොලීස් නිලධාරීන් සඳහා ලබා දී ඇති නිවාස 07, පෙරපාසල් ගොඩනැගිල්ල, ප්‍රජා ශාලා ගොඩනැගිල්ල,

නිගුරාන කම්හල් පෙදෙසේ පිහිටා ඇති වෘත්තීය පුහුණු අධිකාරියට ලබා දී ඇති ගොඩනැගිල්ල, වෘත්තීය සමීති කාර්යාලය, නිගුරාන මත්සංඛයේ පිහිටා ඇති පොලීස් මුරපොල ගොඩනැගිල්ල, විදුලි බල මණ්ඩලයේ අලුත්වැඩියා ඒකක ගොඩනැගිල්ල, සමුපකාර ගොඩනැගිල්ල, පෙර පාසල් ගොඩනැගිල්ල, වෛද්‍ය මධ්‍යස්ථාන ගොඩනැගිල්ල,

ග්‍රාම අංක: 01 සිට 09 දක්වා වශයෙන් නම් කර ඇති ගම්මාන 09 තුළ කම්කරු නිවාස 910 ක් වේ. එකී නිවාස වල සිටින පදිංචිකරුවන් විසින් එය භුක්ති විඳිනු ඇත. (වර්ෂ 1990 දී එකවර පැවති රජය විසින් ගනු ලැබූ තීරණයක් අනුව එම අවස්ථාවේදී උක්ත නිවාස වල පදිංචිව සිටින අයවලුන්ට නීත්‍යානුකූලව එකී නිවාස පවරා දීම සඳහා ජාතික නිවාස සංවර්ධන අධිකාරියට බාර දී ඇත. ඒ අනුව ග්‍රාම අංක:01,06,08,09 යන ග්‍රාමයන්හි පිහිටි නිවාස පවරාදීම වෙනුවෙන් අදාළ පිඹුරුපත් ලැබී ඇති බවත් ඉතිරි ග්‍රාමයන් වන ග්‍රාම අංක:02,03,04,05,07, යන ග්‍රාමයන්හි පවතින නිවාස හා ඉඩම් වලට අදාළ පිඹුරුපත් මේ දක්වා නිවාස සංවර්ධන අධිකාරියට ලැබී නොමැති බවත් ආයතනයට වාර්තා කර තිබේ. ඒ අනුව අප ආයතනය විසින් දමන ප්‍රාදේශීය ලේකම් අමතමින් උක්ත ග්‍රාමයන්ට අයත් නිවාස තනා ඇති ඉඩම් වල මැණුම් කටයුතු මිණුම්දෝරු දෙපාර්තමේන්තුව ලවා සිදු කර අදාළ පිඹුරුපත් යකස් කර ජාතික නිවාස සංවර්ධන අධිකාරිය වෙත බාර දෙන ලෙස ඉල්ලා ඇත. තවද, එක් එක් ග්‍රාමයන්ට අයත්ව ඇති නිවාස සංඛ්‍යාව පහත සඳහන් පරිදි වේ.

➤ ග්‍රාම අංක: 01 අයත් නිවාස ප්‍රමාණය	100
➤ ග්‍රාම අංක: 02 අයත් නිවාස ප්‍රමාණය	80
➤ ග්‍රාම අංක: 03 අයත් නිවාස ප්‍රමාණය	118
➤ ග්‍රාම අංක: 04 අයත් නිවාස ප්‍රමාණය	112
➤ ග්‍රාම අංක: 05 අයත් නිවාස ප්‍රමාණය	110
➤ අංක: 06 අයත් ග්‍රාම නිවාස ප්‍රමාණය	88
➤ ග්‍රාම අංක: 07 අයත් නිවාස ප්‍රමාණය	114
- 09 -	
➤ ග්‍රාම අංක: 08 අයත් නිවාස ප්‍රමාණය	75
➤ ග්‍රාම අංක: 09 අයත් නිවාස ප්‍රමාණය	<u>113</u>
➤ එකතුව	<u>910</u>

❖ එම භුක්ති විඳීම වල නීත්‍යානුකූල තත්ත්වය.

හිඟුරාන සිහි කම්හලේ සේවයේ තියුණු සේවකයින්ගේ පොදු පහසුකම් නංවාලීමේ අරමුණින් හා සුභසාධන පහසුකම් සැපයීම පිණිස රජයේ හා රජයට අනුබද්ධිත ආයතනය අවශ්‍යතාවය පරිදි ස්ථාපිත කර පහසුකම් සැලසීම උදෙසා නිවාස හා ඊට අයත් භූමි ප්‍රමාණයන් සිහි කම්හලේ ආරම්භයත් සමඟම කිසිදු කුලී මුදලක් අයකර නොගැනීමේ පදනම මත ලබා දී ඇත. තවද, ආයතනය සතු ඉඩම් පිහිටා ඇති ප්‍රාදේශීය ලේකම් බලප්‍රදේශයන්ට අයත් ප්‍රාදේශීය ලේකම්වරුන්, ආරක්ෂ අංශ ප්‍රධානීන් හා රජයේ ආයතනික ප්‍රධානීන් විසින් එවකට පැවති තත්ත්වයන් අනුව අවස්ථානුකූල කරනු ලබන ඉල්ලීම් අනුව ගොඩනැගිලි හා ඊට අයත් භූමි ලබා දී තිබේ.

තවද, ආයතන අක්‍රීය තත්ත්වයට පත්වීමෙන් අතහැරුව රජයට සම්බන්ධ දෙපාර්තමේන්තු විසින් කරන ලද ඉල්ලීම් අනුව නිවාස ලබා දී ඇත. උක්ත නිවාස ලබාදීම සිදු කර ඇත්තේ හුදෙක්ම තාවකාලික පදනම මත වන අතර කිසිදු ආයතනයකට නීත්‍යානුකූල පවරා දීමක් සිදු කර නොමැත.

තවද, ආයතනයේ සේවය කළ සේවකයින්ගේ නේවාසික පහසුකම් වෙනුවෙන් කුලී අයකර ගැනීමේ පදනම මත නිවාස ලබා දී තිබූ අතර මේ වන විට වන්දි ලබා සේවයෙන් ඉවත් වී සිටින එකී සේවකයින් හට වන්දි ගෙවන අවස්ථාවේදී එකී නිවාස වල තවදුරටත් පදිංචිව සිටීම සඳහා කරන ලද ඉල්ලීම් අනුව කුලී අයකර ගැනීමේ පදනම මත ගිවිසුමකට යටත්ව එකී නිවාස තවදුරටත් පදිංචිව සිටීමට ඉඩ ලබා දී ඇති මුත් තවත්තු කටයුතු ඔවුන් විසින්ම සිදුකරගෙන යනු ලබන හෙයින් කුලී මුදල් අයකර ගැනීම අත්හිටුවා ඇත.



ග්‍රාම 01 සිට 09 දක්වා වූ ග්‍රාමයන්ට අයත් නිවාස, එකී නිවාසයන්හි පදිංචිකරුවන් හට නිත්‍යානුකූලව පවරාදීමට 1990 වර්ෂයේදී තීරණය කර ඇත. පවරාදීමට අදාළ කටයුතු සිදු කිරීම නිවාස සංවර්ධන අධිකාරියට බාරදී තිබේ.

තවද, ආයතනයේ නිවාස වල පදිංචි සමහරක් සේවකයින් විශ්‍රාම යෑමෙන් හා උක් ඉඩම් ලබා ගැනීම වෙනුවෙන් සේවයෙන් ඉවත්වීමෙන් අනතුරුව එකී නිවාස ආයතනයට බාර නොදී අනවසරයෙන් මේ දක්වා රැඳී සිටියි. එයට අමතරව ආයතනයට කියීයම් අයුරකින් සම්බන්ධ නොවන අයවලුන් කිහිප දෙනෙක්ද ආයතනය අක්‍රියව පැවති අවස්ථාවේදී ආයතනය සතු නිවාස වල අනවසරයෙන් පදිංචිව ඇත.

ඒ හැරුණු විට ආයතනයේ අවශ්‍යතාවය සඳහා එම අවධියේදී මඩකලපු දුම්රිය ස්ථානයට යාබදව ගබඩා සංකීර්ණයක් පවත්වා ගෙනයෑම වෙනුවෙන් දුම්රිය දෙපාර්තමේන්තුවෙන් කුලී ගෙවීමේ පදනම මත ලබාගත් ඉඩමේ ගබඩා සංකීර්ණයක් සහ සේවකයින්ගේ නේවාසික පහසුකම් වෙනුවෙන් නේවාසිකාගාරයක් තනා පරිහරනය කරන ලදී. පසුගිය කාලයේ පැවති අර්බුදකාරී තත්ත්වය හේතුවෙන් එම ස්ථානය ආයතනයේ පරිහරනයෙන් ඉවත්වූ නමුත් මේ දක්වා බදු ගෙවීම් සිදු කරනු ලබන බවත්, දැනටද එම ස්ථානය ආයතනයේ බාරයේ නොපවතින අතර මේ වන විටද එම ස්ථානයේ ස්වේච්ඡා සංවිධාන කාර්යාලයක් පවත්වා ගෙන යනු ලබන බව සොයා බැලීමේදී වාර්තා විය.

තවද, කොළඹ 5, ඇල්විටිගල මාවතේ 561/3 දරණ ස්ථානයේ අත්කරයක හුම් භාගය තුළ පැවති වත්කම් ( දෙමහල් කාර්යාලීය ගොඩනැගිල්ල හා බෝතල් යන්ත්‍රාගාර ගොඩනැගිල්ල ) 2010.11.13 දින පැවති අමාත්‍ය මණ්ඩල රැස්වීමේදී ගනු ලැබූ තීරණය ප්‍රකාරව රාජ්‍ය සම්පත් හා ව්‍යවසාය සංවර්ධන අමාත්‍යාංශය වෙත, නිඹිරිගස්සාය ප්‍රාදේශීය ලේකම්ගේ අංක: නිප්‍රාලේ/1/10/2/229 හා 2013.03.25 දානමින් පැවරීමට ලක් වී ඇත.

තවද, බෝතල් යන්ත්‍රාගාරයට අයත් වත්කම් තක්සේරු කර නොමැති හෙයින් එකී වත්කම් තක්සේරු කර ගැනීම සඳහා මේ වන විට තක්සේරු දෙපාර්තමේන්තුවට දැනුම් දී ඇත. ගල්ඔය වැවිලි පුද්ගලික සමාගමට බාර දුන් වත්කම් හැරුණු විට තවමත් සී/ස හිඟුරාන සීනි කර්මාන්තය සතු වත්කම් හිඟුරානේ පවතින බවත් එකී වත්කම් මේ දක්වා සී/ස හිඟුරාන සීනි කර්මාන්තය බාරේ පවතිනු ලැබේ.

මේ වන විට සී/ස හිඟුරාන සීනි කර්මාන්තය ඉතා සීමිත සේවක පිරිසකින් (දස දෙනෙකුගෙන් සමන්විත) පවත්වා ගෙන යන අතර ආයතනයේ නඩත්තු කටයුතු හා සේවක වැටුප් ගෙවීම ආයතනයට මාසිකව ලැබෙන ගොඩනැගිලි කුලී මුදල් උපයෝගී කරගෙන සිදුකරනු ලැබේ

සී/ස හිඟුරාන සීනි කර්මාන්තය 2010.04.30 වෙනි දින අංක:1651/20 දරණ ගැසට් නිවේදනයෙන් රාජ්‍ය සම්පත් සහ ව්‍යවසාය සංවර්ධන අමාත්‍යාංශයේ විෂය පථයට ඇතුළත් වූ නමුත් සී/ස හිඟුරාන සීනි කර්මාන්තය වෙනුවෙන් අධ්‍යක්ෂ මණ්ඩලයක් පත්කර නොමැති අතර සෘජු අධීක්ෂණය එකී අමාත්‍යාංශය විසින් සිදු කරගෙන යන ලදී.

මේ වන විට සී/ස හිඟුරාන සීනි කර්මාන්තයක නියුක්ත සීනි කර්මාන්ත සංවර්ධන අමාත්‍යාංශයේ විෂය පථයට 2013.02.06 දානම දරණ ගැසට් නිවේදනයෙන් ඇතුළත්ව ඇත.

ආයතනය සතු වත්කම් සහ වගකීම්

ආයතනය සතු වත්කම් තක්සේරු කරන ලද හා තක්සේරු නොකරන ලද යනුවෙන් කොටස් දෙකකින් යුක්තව පවතින බවත් ඊට අදාළ විස්තර මීට අමුණා ඇත.

තවද, 1993 වර්ෂයේදී පුද්ගලිකරණයට ලක් කරන ලද මෙම ආයතනයේ පරිපාලනය හා මූල්‍ය කළමනාකරනය පුද්ගලික සමාගම් පරිපාලන විසින් සිදුකර ගෙන යෑමේදී නිර්මාණය වූ මූල්‍ය ගැටළු වල වගකීමද ආයතනය රජයට පවරා ගැනීමේදී රජයට දරා ගැනීමට සිදු විය. වගකීම් වලට අදාළ විස්තර මීට අමුණා ඇත.

පවතින නීතිමය ගැටළු

- X ශ්‍රී ලංකා සිනි සමාගම විසින් හිඟුරාන සිනි කම්හල කේන්ද්‍රීය කොට පැවති වංචල හා නිශ්චල වත්කම් සියල්ල සි/ස හිඟුරාන සිනි කර්මාන්තයේ බාරකාරත්වය යටතේ පරිහරනය කරනු ලැබුවද එකී වත්කම් වලින් පවතින ඉඩම් නිත්‍යානුකූලව සි/ස හිඟුරාන සිනි කර්මාන්තායතනයට පැවරීමකට ලක් වී තිබේද යන්න ,
- X 1993 වර්ෂයේදී රාජ්‍ය ආයතනයක්ව පැවති සි/ස හිඟුරාන සිනි කර්මාන්තය පුද්ගලිකරණයට ලක් වූ බවත් එම අවස්ථාවේදී ආයතනය සතුව පැවති වත්කම් වලින් 90% ක කොටස් එස්.ඒ.බී.ට්‍රේඩ්. පුද්ගලික සමාගමට පවරන ලද අතර 10% කොටස් එවකට සීටී ස්පීර් සේවකයින්ට බෙදා දෙන ලදී. ආයතනය සතු වත්කම් ආයතනට පැවරී නොමැති නම් මෙම අවස්ථාවේදී පුද්ගලික සමාගමට පැවරීම පිළිබඳ හා එකී වත්කම් යළි රජයට පවරා ගැනීම සම්බන්ධව නීතිමය ගැටළුවක් තිබේද යන්න,
- X වගකීම් සහිතව පවරා ගත් සි/ස හිඟුරාන සිනි කර්මාන්තයේ වත්කම් වලින් කොටසක් සි/ස ගල්මය වැවිලි පුද්ගලික සමාගම තමන් ස්ථාපිත කරන ලද නව සමාගමට කරනු ලබන පැවරීම නිත්‍යානුකූලද යන්නත්,
- X ගිවිසුමකට යටත්ව උක් ඉඩම් කට්ටිකරුවන් හට ලබා දී ඇති උක් ඉඩම් වෙතත් ගිවිසුමක් යටතේ තවත් පාර්ශවයකට පැවරීමකට ලක් කල හැකිද යන්න,
- X සි/ස හිඟුරාන සිනි කර්මාන්තයේ වත්කම් හා වගකීම් රජයට පවරා ගෙන තිබියදී වගකීම් නිරවුල් වීමක් නොමැතිව වත්කම් වෙතත් පාර්ශවයක් වෙත පැවරීම පිළිබඳ පවතින නීතිමය තත්ත්වය ,
- X සි/ස හිඟුරාන සිනි කර්මාන්තායතනය සතු වත්කම් අතුරින් ගල්මය වැවිලි පුද්ගලික සමාගමට පවරා දී ඇත්තේ හෙක්ටයාර් 277.753 ක ප්‍රමාණයක් බවත් එකී ප්‍රමාණයට පරිබාහිරව සි/ස හිඟුරාන සිනි කර්මාන්තය සතු වත්කම් පරිහරනය කරනු ලබන බවත් එකී වත්කම් මොනසම් හෝ කොන්දේසියකට ඇතුළත්ව ලබාදීමක් සිදු කර නොමැති බැවින් ඒ සම්බන්ධයෙන් ගැටළු සහගත තත්ත්වයක් පවතිනු ලැබේ.

ඉහත දක්වා ඇති කරුණු සම්බන්ධයෙන් අපැහැදිලිතාවයක් පවතිනුයේ ඊට අදාළ නිත්‍යානුකූල ලිඛිත අනුමැතියන් මෙතෙක් අප ආයතනයේ නොමැති හෙයිනි.

තවද, 1993 වර්ෂයේ පුද්ගලිකරණයට ලක්ව සි/ස හිඟුරාන සිනි කර්මාන්තය යළි වගකීම් සහිතව රජයට පවරා ගැනීම සිදු බවත් ඒ අනුව පුද්ගලිකරණයට ලක් වූ කාල සීමාව තුල ආයතනය විසින් රජයේ ආයතන, පුද්ගලික ආයතන හා පුද්ගලික අයවලුන් වෙතින් ලබා ගත් සේවාවන් වෙනුවෙන් කල යුතු ගෙවීම් නිරවුල් නොකිරීම මත ගැටළු මතුව ඇත.

තවද, අවිධිමත් පරිපාලනය නිසා හිටපු සේවකයින්ගේ නොගෙවූ ගෙවීම් නිරවුල් කිරීමද කලයුතුව ඇත.

තවද, ආයතනය අකර්මභ්‍ය විම මත ඉඩම් ගැටලු රාශියක් පැන නැගී ඇති බවත් එහි ගැටලු ප්‍රතිපත්තිමය තීරණ මත නිරවුල් කිරීම සිදු විය යුතු අතර ආයතනය විසින් ඉඩම් බෙදාදීම, අවලංගු කිරීම, යළි පැවරීම, බලපත්‍ර ලබාදීම සම්බන්ධයෙන් අනුගමනය කළ ලැබූ ක්‍රමවේදයන්ට අනුකූලව නොවන අයුරින් පසු කාලයේදී ඉඩම් සම්බන්ධයෙන් සිදු කර ඇති රාජකාරි කටයුතු සොයා බලා නිවැරදි කිරීම් කල යුතුව ඇත.

තවද, උක් වගා කිරීම පිණිස, පුද්ගලයින් සතු ඉඩම් රජයේ තත්සේරු වටිනාකම අනුව වන්දි ගෙවා ආයතනයට පවරා ගැනීම ශ්‍රී ලංකා සිනි සංයුක්තීන්වලට අවධියේ සිදු වූ බවත් එසේ ලබාගත් ඉඩම් අතුරින් උක් වගාවට නුසුදුසු යැයි හඳුනාගත් ඉඩම් නැවත අයිතිකරුවන් හට ලබාදීම සඳහා එකී ඉඩම් අම්පාර දිසාපති වෙත එම අවධියේම ආපසු නිදහස් කර ඇත.

තමුත් එකී ඉඩම් දිසාපති වෙතින් නිත්‍ය අයිතිකරුවන් හට පැවරීමක් සිදු වී නොමැත. මෙම හේතුව නිසා එකී පුද්ගලයින්ට ඔවුන්ගෙන් ලබාගත් ඉඩම් සඳහා වන්දි මුදල් හෝ නැවත එකී ඉඩම් ඔවුන්ට අහිමි වී ඇත.

පසු කාලයන්හි මෙකී ඉඩම් රජයේ ඉඩම් සේ සලකා සම්හරක් ප්‍රාදේශීය ලේකම් කාර්යාල විසින් වෙනත් පුද්ගලයින්ට ලබා දී ඇති අතර අප ආයතනය පුද්ගලිකරණයට ලක් වූ අවස්ථාවේදී පැවති පුද්ගලික පාලනාධිකාරිය විසින්ද ඉඩම් කොටස් ඉඩම් කට්ටි යෝජනා ක්‍රමය යටතේ උක් වගා කිරීම පිණිස බෙදා දී තිබේ.

මේ වන විට එකී ඉඩම් ලබාගත් පිරිස් විසින් කාලයක් මුළුල්ලේ එකී ඉඩම් භුක්ති විඳිනු ලබන බවත්, නිත්‍ය අයිතිකරුවන් විසින් එකී ඉඩම් ඔවුන් වෙත ලබා ගැනීම වෙනුවෙන් තිබී ඔහට අවතීර්ණය වී තිබීම නිසා ගැටළු සහගත තත්ත්වයක් මතු ව ඇත.

තවද, මේ වන විට ආයතනයට එරෙහිව අධිකරණයේ පවතින නඩු සම්බන්ධ විස්තර මීට අමුණා ඇත.

අත්.කලේ : එම්.එම්.එම්.ඉප්තිකාරී  
සාමාන්‍යාධිකාරී  
සී/ස හිඟුරාණ සිනි කර්මාන්තය.

*(Handwritten signature)*  
2013/05/27  
පරිපාලන නිලධාරී

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06/1203/



## Cabinet Memorandum

Ministry of Skills Development and Public Enterprise Reforms

### Title RESTRUCTURE OF HINGURANA SUGAR INDUSTRIES LTD (HSIL)

HSIL was first privatized in 1993, and re-vested with the Government in January 1997. Production came to a complete halt in September 1997. The Government compensated all the employees of HSIL under a VRS costing Rs. 390 Million in the years 2000/2001. At present there are 56 contract employees, whose monthly expenditure of approximately Rs 700,000/- is met in principle is by the Treasury.

The policy of the present government has accorded priority to revival of HSIL. There exists an urgent need for relieving the Treasury of the burden on the HSIL with a viable proposal for revival.

#### Current Situation of HSIL

**Lands :** - The Hingurana Sugarcane Plantation consists of 7,658 Hectares. An extent of 5,202 Ha is cultivable out of which approx. 228 Hectares of state land is occupied by HSIL. The balance cultivable land has to be regularized among out grower sugarcane farmers, who currently approximate to 4200.

**Buildings and machinery and other assets :** - Since the operations of HSIL have been closed from 1997, the Factory and buildings at Hingurana are in a dilapidated condition. The Machinery which was installed in 1962, has not been modernized since 1962 and is worn out and rusted. The Head Office of HSIL is located at Narahenpita where the defunct liquor bottling plant is also located. The extent of the Head Office Land at Narahenpita is 1 Acre and 1 Perch.

The main building is occupied by the Ministry of Science and Technology. HSIL receives monthly lease rental of Rs. 750,000 from the Ministry of Science & Technology since January 2006. Therefore, the Treasury releases funds for recurrent expenditure, after examining the monthly income and expenditure accounts and only if there is any shortfall.

**Management:** - A newly appointed Chairman and the General Manager look after the affairs of HSIL. There are 8 employees in Colombo and 48 employees at Hingurana who have been retained on contract basis to look after the security of the factory at Hingurana.

HSIL possesses an Alcohol Manufacturing and Retailing License (which should be renewed) when other sugar producers such as Pelwatta Sugar Industries Ltd., and Sevanagala Sugar Industries Ltd., do not and thus attracts investor to Hingurana because of this exclusivity.

## Financial Status of HSIL

### (a) Liabilities

The last audited accounts of HSIL were prepared for the Financial Year 1992. Since then no proper accounts had been prepared. It is reported by HSIL that total reported liabilities as at 30/4/2006 amount to over Rs. 2.5 billion including the amount due to People's Bank of Rs. 2.3 billion. The list of liabilities is attached as Annex 1.

Peoples Bank has agreed in principal to settle the liability amounting to Rs 2,330,633,072 by taking over the building and land situated at Narahenpita where the head office of HSIL is based and a further payment of Rs 50 Mn. The Ministry of Science & Technology is presently occupying the said building. Although People's Bank had taken a mortgage of Narahenpita and Hingurana lands for the Loan, as per records of HSIL the ownership of lands was never legally transferred to HSIL, and thus the mortgages taken by People's Bank appear to be unenforceable.

### (b) Assets

PERC obtained the Chief Valuer's valuation of the assets of HSIL. The total assets of HSIL excluding the land and building in Colombo are as follows:

Assets	Freehold Value, Rs. Mn
Factory Land (54 Ha)	66.3
Buildings	71.4
Plant and Machinery	88.7
Bottling Plant (Narahenpita)	2.5
Liquor License*	100.0
Nucleus Land 174 Ha	18.8
<b>Total</b>	<b>347.7</b>

\* No formal valuation had been obtained for the value of the Liquor License. The competition will reveal the market value of the Liquor License.

The management of the HSIL reports of the following additional assets, which can be disposed to earn about Rs 200 million:

Teak (7000 trees)	: Rs 70mil
Old machinery	: Rs 100 mil
30 Tractors	: Rs 4 mil
Scrap iron (500 MT)	: Rs 20 mil
Vehicles	
1 BMW car	
1 Land cruiser jeep	
2 Cabs	

It is proposed that the 30 tractors be repaired and distributed among the Pradeshiya Sabhas and Divitional Secretariats in the security threatened areas.

## Development options

### *Option 1: Revive HSIL with government investments*

As per the estimates of the management of HSIL, the fund requirement to rehabilitate the factory and the sugar plant approximates to Rs. 500 million for a plant of a capacity of 2000 - 3000 metric tons a day, and the annual operational expenditure involved will be in the region of Rs 200 million, making the total initial funding requirement Rs. 700 million.

The net funding requirement involved in this option will be accordingly Rs 500 million, once the Rs 200 million earnable from disposing the teak, old machinery and vehicles etc.

### ✓ *Option 2: Divesting to a new investor through the Colombo Stock Exchange*

The intention of the Government is not to revive HSIL but to redevelop sugar cane cultivation and manufacture sugar and sugar related products at Hingurana, and accordingly to make the revival process free from the issues facing the HSIL, this option proposes to form a new company by transferring the assets of HSIL.

Thereafter 90% of the issued capital of the new Company should be divested to an Investor selected through the Colombo Stock Exchange through the window of "All or Nothing" at a competitive bidding process, where the minimum price would be determined after valuation of the new company. Since this does not involve adopting the conventional tender procedure and evaluation of proposals etc, the sales proceeds will immediately be credited to the Treasury.

At the meeting of the Cabinet Committee held on 10<sup>th</sup> June 2006 presided by the Hon Prime Minister, this option was discussed and endorsed for implementation.


### **Cabinet approval is accordingly sought for the following:**

- 1) To annul the Cabinet decision made on 19th October 2005 (Ref. 05/1619/001/065)
- 2) To adopt option 1 and revive the HSIL providing a capital expenditure of Rs. 500 million and annual total operational expenditure of approximately Rs. 200 million from the Treasury.

If option 1 above is not acceptable,

- 3) Public Enterprises Reform Commission (PERC) to form a new Company with 100% shareholding held by the Secretary to the Treasury and transfer the existing assets, including immovable, of HSIL to the New Company.
- 4) Survey General to survey the current land occupied by HSIL which are to be transferred to the new company, and the lands to be regularized among the out growers.

- 5) Land Commissioner/ relevant Divisional Secretary to transfer the current land occupied by HSIL to the new company and to regularize the land among the out growers
- 6) Select an Investor to subscribe for 90% of the Issued Capital of the New Company on the basis of inviting bids through the Colombo Stock Exchange on "All or nothing" basis.
- 7) PERC to obtain services of the Chief Valuer, after forming the new company, to decide the minimum price per share of the new company.
- 8) PERC, Treasury and People's Bank to reach a final settlement on People's Bank loan.
- 9) Ministry of Plantation Industries. to dispose Teak (7000 trees), Scrap iron (500 MT), old machinery, 1 BMW car, 1 Land cruiser jeep and 2 Cabs belonging to the HSIL on a transparent tender procedure.
- 10) Treasury to allocate Rs 4 million for repairing the 30 tractors to be used in the Pradeshiya Sabhas/Divisional Secretariats in security threatened areas
- 11) Land Commissioner/ relevant Divisional Secretary in consultation with the Survey General's Department to allocate approx 1.1 hectares of land per out grower farmer from an out of the land allocated as the out grower farmer area.
- 12) Authorize PERC to facilitate the restructuring process and develop the necessary Agreements for the transfer of shares.
- 13) Wind up HSIL
- 14) Authorize the Treasury to reimburse the costs incurred by PERC on this Assignment.



**Sripathi Sooriyaarachchi, M.P.**  
Minister of Skills Development and Public Enterprise Reforms

Ministry of Skills Development and Public Enterprise Reforms  
'Nipunatha Piyasa'  
354/2 Elvitigala Mawatha,  
Narahenpita, Colombo 5.

June 26, 2006

Annex 1

List of Liabilities of HSIL as at 30/4/2006 as per Records of HSIL

(a) To Government/Semi Government Institution

	<u>Amount (Rs.)</u>	<u>Total (Rs.)</u>
Ceylon Electricity	17,628,853.38	
Sri Lanka Telecom	464,681.00	
National Water Supply & Drainage Board	515,596.00	
Colombo Municipal Council	1,195,000.00	
Govt. Agent Ampara	730,000.00	
Sugar Cane Research Institute	3,335,990.00	
PAYE tax	524,124.00	
BTT	91,575,799.00	
Defence Levy	1,807,601.00	
Stamp Duty	179,686.00	
Director General of Customs	21,361,530.00	
Commissioner General of Excise	22,875,736.00	
Janatha Estate Development Board	105,828.00	
CWE	<u>2,884,751.25</u>	164,661,051.53

(b) Amount Claimed by Private Parties

Cases already filed	27,759,865.28	
Letters of Demands received	4,767,807.21	
Other private parties	<u>37,249,301.00</u>	69,776,973.49

(c) Amount Claimed by Ex-Employees

Employees payment as at 24/03/2005		19,234,967.41
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(d) Amount Claimed by People's Bank

*Interest at Nominal Rate as at 31.1.2006*

HSIL	961,850,667.00	
S A B Trading Co. (Pvt) Ltd. + HSIL	741,170,226.00	

*Capital O/S as at 31/1/2006*

HSIL	317,914,179.00	
S A B Trading Co. (Pvt) Ltd. + HSIL	<u>309,698,000.00</u>	2,330,633,072.00

(e) Total Amount Claimed

Grand Total		2,584,306,064.43
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	අග්‍රා./ලේ.	ඔබේ අංකය:	
	මු. හා කු./ලේ.	2006 ජූලි මස 27 දින,	
	විගණකාධිපති.	කොළඹ, අමාත්‍ය මණ්ඩල කාර්යාලයේදී ය.	

නිපුණතා සංවර්ධන හා රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ අමාත්‍යාංශයේ ලේකම්.

සීමාසහිත හිඟුරාන සිනි කර්මාන්තායතනය  
ප්‍රතිව්‍යුහගත කිරීම

(නිපුණතා සංවර්ධන හා රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ ගරු ඇමතිතුමා ඉදිරිපත් කළ 2006.06.26 දිනැති සංදේශය)

2006 ජූලි මස 19 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹි තීරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.

ඒ.ආපත්ගම,  
අතිරේක ලේකම්.  
21/7)

අ.කලේ/ඩී.විජේසිංහ,  
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(ආ) න්‍යාය පත්‍රයේ විෂයයන්:

(I) අමාත්‍ය මණ්ඩල පත්‍රිකා:

25. අමාත්‍ය මණ්ඩල පත්‍රිකා 06/1203/274/012 වූ, "සීමාසහිත හිඟුරාන සිනි කර්මාන්තායතනය ප්‍රතිව්‍යුහගත කිරීම" යන මැයෙන් නිපුණතා සංවර්ධන හා රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ ඇමතිතුමා ඉදිරිපත් කළ 2006.06.26 දිනැති සංදේශය - මෙම සංදේශය මුදල් හා ක්‍රමසම්පාදන ඇමතිතුමාගේ තීරීක්ෂණ සමඟ සලකාබලන ලදුව, අග්‍රාමාත්‍යතුමාගේ සභාපතිත්වයෙන් යුත් අමාත්‍ය මණ්ඩල කාරක සභාව විසින් නිර්දේශ කර ඇති පරිදි සීමාසහිත හිඟුරාන සිනි කර්මාන්තායතනය නව ආයෝජකයකුට ලබාදීමට තීරණය කරන ලදී.

ක්‍රියා කලයුතු: නිපුණතා සංවර්ධන හා රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ අමාත්‍යාංශය

පිටපත: මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශය

(B) Agenda Items:

(I) Cabinet Papers

25. Cabinet Paper 06/1203/274/012, a Memorandum dated 26.06.2006 by the Minister of Skills Development and Public Enterprise Reforms on "Restructure of Hingurana Sugar Industries Ltd. (HSIL)" - this Memorandum was considered along with the observations of the Minister of Finance and Planning and it was decided to divest Hingurana Sugar Industries Ltd. to a new Investor, as recommended by the Cabinet Committee chaired by the Prime Minister.

Action by: My/Skills Development and Public Enterprise Reforms

Copied to: My/Finance and Planning

65  
 Companies



ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජය  
 இலங்கைச் சனநாயக சோசலிசக் குடியரசு  
 DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

සමාගමේ අංකය } එන්(පීවීඑස්)  
 கொம்பனியின் இல. } 48141  
 No. of Company } N(PVS) 1982 අංක 17 දරන සමාගම් පනත  
 1982 ஆம் ஆண்டின் 17 ஆம் இலக்கக் கொம்பனிகள் சட்டம்  
 The Companies Act, No. 17 of 1982

සමාජික සමාගම  
 வரைவுள கொம்பனி  
 LIMITED COMPANY

සංස්ථාවක් ලෙස නීතිගත කළ බවට දෙන සහතිකය  
 கூட்டிணைப்புச் சான்றிதழ்  
 CERTIFICATE OF INCORPORATION

(15 (1) වැනි වගන්තිය අනුවයි)  
 (15 (1) ஆம் பிரிவுக்கிணங்க)  
 (Pursuant to Section 15 (1))

සමාජිකයාගේ නම සහ ලිපිනය (පුද්ගලික) පුද්ගලික

1982 අංක 17 දරන සමාගම් පනත යටතේ දැනට සංස්ථාවක් ලෙස නීතිගත කළ බවට, ඒ සමාගම සමාජික සමාගමක් බවට, මම මෙයින් සහතික කරමි.

என்றும் கொம்பனி 1982 ஆம் ஆண்டின் 17 ஆம் இலக்கக் கொம்பனிகள் சட்டத்தின் கீழ் இன்று கூட்டிணைக்கப்படுகிறது என்றும் அக்கொம்பனி வரைவுளது என்றும் இத்தால் சான்றளிக்கின்றேன்.

I Hereby Certify that GAL OYA PLANTATIONS (PRIVATE) LIMITED

in this day incorporated under the Companies Act, No. 17 of 1982, and that the Company is Limited.

වර්ෂ දෙදහසය } මුස්තජාබ් } මස } 22 } වැනිදා  
 වන මෙදින කොළඹදී අත්සන් කොට දුනිමි.

இரண்டாயிரத்து } ஆம் ஆண்டு } மாதம் } ஆந் }  
 திகதியாகிய இன்று கொழும்பில் எனது கையொப்பமிட்டுக் கொடுக்கப்பட்டது.

Given under my hand at Colombo, this 22 day of October, Two Thousand Six.

සමාගම් රෙජිස්ට්‍රාර්.  
 கொம்பனிகள் பதிவாளர்.  
 Registrar of Companies.



දාකෘති  
පடிවූ  
FORM } 41

0070



ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජය  
இலங்கைச் சனநாயக சோசலிசக் குடியரசு  
DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

සමාගමේ නව අංකය  
கம்பனி புதிய இலக்கம்  
New No. of Company

8	5	7601		
P	V			

සමාගමේ පෙර අංකය  
கம்பனி பழைய இலக்கம்  
Old No. of Company

එන් (8 5 එස්) 48141
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N (PVS)

2007 අංක 7 දරන සමාගම් පනත  
2007 ஆம் ஆண்டின் 7 ஆம் இலக்கக் கம்பனிகள் சட்டம்  
The Companies Act, No. 7 of 2007

සංස්ථාගත කිරීමේ සහතිකය  
கம்பனியின் கூட்டணைப்புச் சான்றிதழ்  
CERTIFICATE OF INCORPORATION

(485 (6) වන වගන්තිය අනුව)  
(பிரிவு 485 (6) இன் பிரகாரம்)  
(Pursuant to Section 485 (6))

~~සමාගම~~ ගල් ගිය ප්ලාන්ටේෂන්ස් (පුද්ගල) ලිමිටඩ්

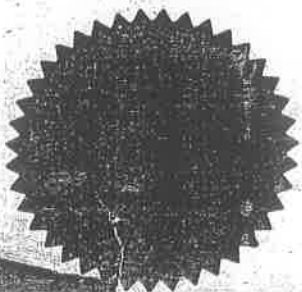
..... (පවතින සමාගමක් වූ) සමාගම 2007 අංක 7 දරන සමාගම් පනත යටතේ  
සංස්ථාගත කරනු ලැබූ ලෙස..... සීමාසහිත. ශ්‍රී ලංකා පුද්ගලික..... සමාගමක් වශයෙන් ලියාපදිංචි කළ බවත් ඉහත සඳහන් කර ඇති නව  
අංකය යෙදූ බවත්, එය සමාගම් ලේඛනයෙහි ඇතුළත් කළ බවත් මම මෙයින් සහතික කරමි.

දෙසින්... අද... ක් වූ... පැවැත්වූ බව... මග... දිනකදී... වන මේදින කොළඹ දී අත්සන් කොට දුනිමි.

கம்பனி 2007 ஆம் ஆண்டின் 7 ஆம் இலக்கக் கம்பனிகள் சட்டத்தின் கீழ் கூட்டணைக்கப்பட்டவாறு பதிவுசெய்யப்படும் என்பதுடன்  
மேற்போந்த புதிய கம்பனி இலக்கம் ஒதுக்கப்பட்டு கம்பனிகளின் இடாப்பில் பதிவு செய்யப்பட்டுள்ளது என இத்தால்  
சான்றளிக்கின்றேன். இரண்டாயிரத்து ..... ஆம் ஆண்டு ..... மாதம் ..... ஆந் திகதியன்று  
கொழும்பில் என்னால் கைச்சாத்திட்டுக் கொடுக்கப்பட்டது.

I hereby certify that... GAL OYA PLANTATIONS (PRIVATE) LIMITED.....  
(an existing Company) is this day registered as a... Private Limited..... Company as if it is incorporated  
under the Companies Act, No. 7 of 2007 and that the above mentioned new number has been assigned to it and entered in the  
Register of Companies.

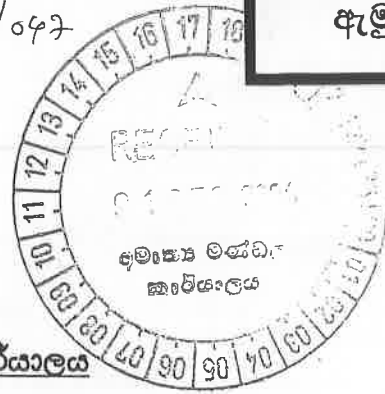
Given under my hand at Colombo, this... Nineteenth... day of... September... Two-Thousand... Eight.....



සමාගම් රෙජිස්ට්‍රාර් ජනරාල්  
கம்பனிகள் - பதிவுாளர் நாயகம்.  
For Registrar-General of Companies.

නියෝජ්‍ය සමාගම් රෙජිස්ට්‍රාර්  
Deputy Registrar of Companies

අමාත්‍ය මණ්ඩල සංදේශ අංක : 50/2006.



වැවිලි කර්මාන්ත අමාත්‍ය කාර්යාලය

2006 නොවැම්බර් මස 28 දින

අමාත්‍ය මණ්ඩල සංදේශය

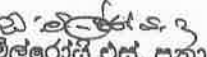
හිඟුරාන සීනි කර්මාන්තායතනය නැවත ආරම්භ කිරීම

ආයෝජන පහසුකම් සැලසීමේ (Investment facilitation) අමාත්‍ය මණ්ඩල අනුකාරක සභාවේ අතිගරු ජනාධිපතිතුමාගේ ප්‍රධානත්වයෙන් 2006.08.25 දින පැවති රැස්වීමේදී හිඟුරාන සීනි කර්මාන්තායතනයේ අයිතිය තවදුරටත් රජය යටතේ තබාගෙන නැවත මෙම කර්මාන්තායතනය විවෘත කර පවත්වා ගෙන යාම සඳහා එහි කළමනාකරණය ශ්‍රී ලංකා රජය, බුටුන් සහ සමාගම සහ ලංකා ඔරික්ස් ලීසිං සමාගම යන ආයතන වලින් සැදුම් ලත් ඒකාබද්ධ ව්‍යාපාරයකට (Consortium) පැවරීමට තීරණය කර ඇත. (අමාත්‍ය මණ්ඩල අනුකාරක සභා තීරණ උපලේඛණ අංක I යටතේ දක්වා ඇත).

2006.11.09 දිනැති ආයෝජන පහසුකම් සැලසීමේ අමාත්‍ය මණ්ඩල අනුකාරක සභාවේදී ඉහත තීරණය සම්බන්ධයෙන් රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිෂන් සභාව විසින් මෙම ඒකාබද්ධ ව්‍යාපාරයට කළමනාකරණය පැවරීම සඳහා පහසුකම් සැපයීමට අවශ්‍ය කටයුතු ඉටු කිරීමට අමාත්‍ය මණ්ඩලයේ අනුමැතිය ලබා ගැනීම සඳහා වැවිලි කර්මාන්ත අමාත්‍යාංශය හා ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍යාංශය එක්ව ඒකාබද්ධ අමාත්‍ය මණ්ඩල සංදේශයක් ඉදිරිපත් කිරීමට තීරණය කර ඇත. (අදාළ අමාත්‍ය මණ්ඩල අනුකාරක සභා තීරණය උපලේඛණ අංක II යටතේ දක්වා ඇත).

ඒ අනුව උක්ත අමාත්‍ය මණ්ඩල අනුකාරක සභාවේ තීරණයන් අනුව හිඟුරාන සීනි සමාගම නැවත ආරම්භ කිරීම සඳහා ශ්‍රී ලංකා රජය, බුටුන් සහ සමාගම සහ ලංකා ඔරික්ස් ලීසිං සමාගම යන ආයතන වලින් සැදුම් ලත් යෝජිත ඒකාබද්ධ ව්‍යාපාරය මගින් එහි කළමනාකරණය පවත්වා ගෙන යාම සඳහා රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිෂන් සභාව මගින් අවශ්‍ය කටයුතු සම්පාදනය කිරීම සඳහා මෙයින් අමාත්‍ය මණ්ඩලයේ අනුමැතිය ඉල්ලා සිටිමු.

  
රෝසිත බෝගොල්ලාගම (පා.ම.)  
ව්‍යාපාර සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍ය

  
මිලරෝස් එස්. ප්‍රනාන්දු (පා.ම.)  
වැවිලි කර්මාන්ත අමාත්‍ය

58  
Cabinet Memorandum No 50/2006.

**CABINET MEMORANDUM**

**MINISTRY OF PLANTATION INDUSTRIES**


28<sup>th</sup> November 2006


**Revitalization of Hingurana Sugar Industries**

A decision was taken on 25<sup>th</sup> August 2006 by the Cabinet Sub Committee under the Chairmanship of His Excellency the President on Investment Facilitation to hand over the management of Hingurana Sugar Industries to a Consortium of Investors comprising of The Government of Sri Lanka, Brown and Company, and Lanka Orix Leasing Limited to commence operations, while retaining further ownership with the State.  
(The relevant Cabinet decision is on Annex 1)

Based on the above, the Cabinet Sub Committee on Investment Facilitation decided at a meeting held on the 9<sup>th</sup> of November 2006 that the Public Enterprises Reform Commission should act as facilitator when handing over the management to the consortium and a joint Cabinet Memorandum by the Ministry of Plantation Industries and The Ministry of Enterprise Development, and Investment Promotion be submitted for this purpose. (The decision of the Cabinet Sub Committee is on Annex 11)

Accordingly as per the decision of the Cabinet Sub Committee the approval of the Cabinet of Ministers is sought for the Public Enterprises Reform Commission to act as Facilitator in handing over the management of Hingurana Sugar Industries to a Consortium of Investors comprising of The Government of Sri Lanka, Brown and Company, and Lanka Orix Leasing Limited

  
Rohitha Bogollagama (M. P)  
Minister of Investment Promotion  
And Public Enterprise Development

  
Milroy S. Fernando (M. P)  
Minister of Plantation Industries

රහසිගතයි.

පිටපත්: ජනාධි./ලේ.  
අග්‍රා./ලේ.  
මු. හා ක්‍ර./ලේ.  
නිපු.සං. හා රා.ව්‍ය.ප්‍රති./ලේ.  
විගණකාධිපති.

මගේ අංකය: අමප/06/2251/250/047  
මබේ අංකය:  
2006 දෙසැම්බර් මස 14 දින,  
කොළඹ, අමාත්‍ය මණ්ඩල කාර්යාලයේදී ය.

වැවිලි කර්මාන්ත අමාත්‍යාංශයේ ලේකම්.  
ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍යාංශයේ ලේකම්.

හිඟුරාන සිනි කර්මාන්තායතනය  
නැවත ආරම්භ කිරීම

(වැවිලි කර්මාන්ත ගරු ඇමතිතුමා සහ ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන ගරු ඇමතිතුමා ඉදිරිපත් කළ 2006.11.28 දිනැති ඒකාබද්ධ සංදේශය)

2006 දෙසැම්බර් මස 06 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹී තීරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.



පී.හපත්ගම,  
අතිරේක ලේකම්.  
෦෭/෧෦/෦෭

අ.කලේ/ඩී.විජේසිංහ,  
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(ඇ) පරිපූරක න්‍යාය පත්‍රයේ විෂයයන්:

44. අමාත්‍ය මණ්ඩල පත්‍රිකා 06/2251/250/047 වූ, "හිඟුරාන සිනි කර්මාන්තායතනය නැවත ආරම්භ කිරීම" යන මැයෙන් වැවිලි කර්මාන්ත ඇමතිතුමා සහ ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන ඇමතිතුමා ඉදිරිපත් කළ 2006.11.28 දිනැති ඒකාබද්ධ සංදේශය - හිඟුරාන සිනි කර්මාන්තායතනයේ කළමනාකාරිත්වය, ශ්‍රී ලංකා රජය, ඔවුන් සහ සමාගම සහ ලංකා මර්කස් ලීසිං සමාගම යන ආයතනවලින් සැදුම්ලත් ආයෝජන හවුලක් වෙත පැවරීම සම්බන්ධයෙන්, රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිෂන් සභාව පහසුකම් සපයන්නෙකු වශයෙන් ක්‍රියා කිරීම සඳහා අනුමැතිය දෙන ලදී.

ක්‍රියා කළයුතු: වැවිලි කර්මාන්ත අමාත්‍යාංශය  
ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍යාංශය

පිටපත්: මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශය  
නිපුණතා සංවර්ධන හා රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ අමාත්‍යාංශය - සංදේශයේ පිටපතක් යාකෙට ඇත.

(C) **Supplementary Agenda Items:**

44. Cabinet Paper 06/2251/250/047, a joint Memorandum dated 28.11.2006 by the Minister of Plantation Industries and the Minister of Enterprise Development and Investment Promotion on "Revitalization of Hingurana Sugar Industries" - approval was granted for the Public Enterprises Reform Commission (PERC) to act as Facilitator in handing over the management of Hingurana Sugar Industries to a Consortium of Investors comprising of the Government of Sri Lanka, Brown and Company, and Lanka Orix Leasing Limited.

Action by: My/Plantation Industries  
My/Enterprise Development and Investment  
Promotion

Copied to: My/Finance and Planning  
My/Skills Development and Public Enterprise  
Reforms – copy of Memorandum annexed.

# NOTE TO CABINET

Ministry of Enterprise Development and Investment Promotion



07/0535/

Date: 30.03.2007

**RE: REVITALIZATION OF HINGURANA SUGAR INDUSTRIES**

(1) Background

1.1 Cabinet Sub Committee on Investment Facilitation chaired by H. E. the President, on the 25<sup>th</sup> of August 2006 granted approval to an unsolicited proposal made to take over **Hingurana Sugar Industries Limited (HSIL)** and to recommence its operations by a Consortium established in collaboration with the **Government of Sri Lanka (GOSL)**, **Brown & Co, Lanka Orix Leasing Ltd (LOLC)** on the basis that the Consortium will undertake the management of **HSIL** whilst the ownership of all properties of **HSIL** will continue to remain with the **GOSL** and the Consortium to enter into an Agreement with the **BOI** to recommence the project operations as enumerated above immediately and the **Public Enterprise Reform Commission (PERC)** to submit a note to Cabinet for ratification in this regard. Copy of Cabinet Sub-committee on Investment Facilitation is annexed hereto marked "X"

1.2 Consequent to the above decision, a Company known as '**Gal Oya Plantations Limited (GPL)**' which will be owned by the **GOSL** holding 51% of its Issued Share Capital and the remaining 49% by **Brown & Co. and LOLC** on 25<sup>th</sup> October 2006 entered into an Agreement with **BOI** in terms of the **BOI Law** for the purpose.

(2) Cabinet Sub Committee Decision

2.1 In terms of the aforesaid Agreement with the **BOI** following the approval of the Cabinet Sub Committee on Investment Facilitation, will undertake the following activities for the purpose of revitalizing and recommencing the operations of **HSIL**:-

- (a) the revival of the Sugar Factory at **HSIL** for the production of alcohol, ethanol (e-diesel) in the initial stage;
- (b) to ensure that sugar cane shall be purchased as per a pricing formula linked to prevailing international prices;

- (c) to maintain the existing irrigation infrastructure to sustain the existing areas of cultivation; and
  - (d) to generate electricity as a by product and to feed the national grid on the basis of a Power Purchase Agreement with the Ceylon Electricity Board.
- 2.2 In terms of the Agreement with the **BOI** the shareholding of **GOSL** has been protected by providing that its majority shareholding of 51% in **GPL** will remain unaltered at all times.
- 2.3 The Cabinet (cabinet paper 06/2251/250/047) at the meeting held on 06<sup>th</sup> December 2006 granted approval for the **PERC** to facilitate this transaction. Copy of Cabinet decision annexed hereto marked "Y".

### (3) Operation of the GPL

- 3.1 In terms of the Proposal, all the assets and properties of **HSIL** will be transferred to **GPL** at a valuation to be decided by the Chief Government Valuer. The Management of **GPL** will then be undertaken exclusively by a **Management Company** jointly owned by **Brown & Co. and LOLC** on the basis of a **Management Agreement** to be entered into between **GPL** and **GOSL**.
- 3.2 In the event **GOSL** wishes to transfer, whole of any part of its shares in **GPL**, the first right of refusal should be given to existing shareholders of **GPL**.
- 3.3 The Board of **GPL** shall consist of 08 members and 04 of whom shall be nominated by the **GOSL** and the remaining 04 nominated by **Brown & Co. and LOLC**.

### (4) Approval Sought

Cabinet approval is now sought pertaining to the implementation of the following:

- (a) the ratification for the **GOSL**, through its participation in **GPL**, to proceed with the aforesaid proposal for the revitalization of **HSIL** as provided for in the said decision of the Cabinet Sub Committee and reflected in the Agreement between the **BOI** and **GPL** dated the 25<sup>th</sup> of October 2006 -
  - (i) for the revival of the Sugar Factory at **HSIL** for the production of alcohol, ethanol (e-diesel) in the initial stage;

- (ii) to ensure that sugar cane shall be purchased as per a pricing formula linked to prevailing international prices;
- (iii) to maintain the existing irrigation infrastructure to sustain the existing areas of cultivation;
- (iv) to generate electricity as a by product and to feed the national grid on the basis of a Power Purchase Agreement with the Ceylon Electricity Board; and
- (v) for the manufacture of sugar.
- (b) **GOSL** to authorize **GPL** to enter into an exclusive **Management Agreement** between **GPL** and the **Management Company** jointly owned by **Brown & Co. and LOLC** for the right to manage the activities of **GPL** relating to the revitalization and recommencing of operation of **HSIL**.
- (c) **GOSL/Commissioner of Lands** to vest / transfer / lease the properties and assets (excluding liabilities) to **GPL** on a valuation to be determined by the Chief Government Valuer.
- (d) transfer of all operating licenses and approvals of **HSIL** to **GPL** for the production, e diesel, sugar, alcohol and electricity and to ensure that the relevant authorities renew and reissue the said licenses and approval in favour of **GPL**.
- (e) Ceylon Petroleum Corporation to enter into an **Ethanol Purchase Agreement** for the purchase of ethanol produced by **GPL** and convertible into e diesel.

*Sarath Amunugama*

**Dr. Sarath Amunugama, M.P.**

Minister of Enterprise Development & Investment Promotion



iv (15)

**අමාත්‍ය මණ්ඩල සංදේශය**  
**අතිරේක වැටිලි බෝග සංවර්ධන ඇමතිතුමාගේ නිරීක්ෂණ**

අමාත්‍ය මණ්ඩල සංදේශ අංකය : 2007/12  
විෂය හා දිනය : හිඟුරාන සීනි කර්මාන්තය නැවත ආරම්භ කිරීම  
2007.03.30  
අමාත්‍යාංශය : ව්‍යාපාර සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍යාංශය  
නිරීක්ෂණ :

මගේ උපදේශකත්වයෙන් තොරව මගේ අමාත්‍යාංශයේ විෂයයන් යටතේ ගැසට් කර ඇති ආයතනයක් වන හිඟුරාන සීනි කර්මාන්තය සම්බන්ධයෙන් ඉදිරිපත් කර ඇති ඉහත සඳහන් අමාත්‍යමණ්ඩල සංදේශය දැකීමෙන් පුද්ගලයාට පත්වූ බව ප්‍රථමයෙන් සඳහන් කරණු කැමැත්තෙහි.

ප්‍රථමයෙන් අමාත්‍යමණ්ඩල සංදේශයේ අඩංගු කරුණු සම්බන්ධයෙන් පහත සඳහන් නිරීක්ෂණ ඉදිරිපත් කිරීමට කැමැත්තෙහි.

- 01. 1.2 ඡේදයේ සඳහන් හිඟුරාන සීනි කර්මාන්තයේ වත්කම් ගල්මිය ජලාන්වේෂන් ප්‍රයිවට් ලිමිටඩ් වෙත පැවරීමක් පිළිබඳව යෝජනාවේ. මෙය මගින් 2006 අගෝස්තු 25 දිනැති ආයෝජන පහසුකම් සැලැස්මේ අමාත්‍යමණ්ඩල අනුකමිටු තීරණ යටපත් කිරීමක් සිදුවන බව පෙනී යයි.
  - 02. 2.1 ඡේදයේ සඳහන් ආයෝජන මණ්ඩලය හා ගල්මිය ජලාන්වේෂන් සමාගම අතර අත්සන් කර ඇති ගිවිසුම ප්‍රකාරව සීනි නිෂ්පාදනය පිළිබඳ සඳහනක් නොමැත. අතුරු නිෂ්පාදන ලෙස මධ්‍යසාර සහ එතනෝල් ( ර-ඩීෂල්) නිෂ්පාදනය පිළිබඳ මගේ විරුද්ධත්වයක් නොමැත.
  - 03. අමාත්‍යමණ්ඩල සංදේශයේ 3.1 ඡේදයේ ප්‍රකාශ කර ඇති පරිදි, රජයේ ප්‍රධාන තක්සේරුකරුගේ තක්සේරුවකට අනුව හිඟුරාන සීනි කර්මාන්තායතනයේ වත්කම් ගල්මිය ජලාන්වේෂන් සමාගමට මාරු කළ යුතුය. මෙම යෝජනාව සම්බන්ධයෙන් මගේ මතය වන්නේ, අමාත්‍යමණ්ඩල සංදේශයේ පසුබිම් විස්තරයේ සඳහන් " හිඟුරාන සීනි කර්මාන්ත ආයතනයේ සියළුම දේපල වල අයිතිය තවදුරටත් ශ්‍රී ලංකා රජය යටතේ පවත්වා ගත යුතුය." යන ප්‍රතිපත්තියට මෙම හිඟුරාන සීනි කර්මාන්තායතනයේ වත්කම් විකිණීම සම්පූර්ණයෙන් ප්‍රතිවිරෝධී වන බවයි.
- I. 2006 නොවැම්බර් 09 දින පැවැති ආයෝජන පහසුකම් සැලැස්මේ අමාත්‍යමණ්ඩල අනුකමිටුව විසින් පහත සඳහන් තීරණයන්ට එළඹ ඇත.

" හිඟුරාන සීනි කර්මාන්තායතනයේ කළමනාකරණය, ස්ථාපිත කරනු ලබන ඒකාබද්ධ ව්‍යාපාරයක් මගින් පවත්වාගෙන යායුතු බවත් එම ඒකාබද්ධ ව්‍යාපාරය සම්බන්ධයෙන් බදු ක්‍රමයක් ක්‍රියාත්මක කිරීම පිළිබඳව රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිෂන් සභාව මගින් අවශ්‍ය පහසුකම් සැපයීම සඳහා, වැටිලි කර්මාන්ත අමාත්‍යාංශය හා ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍යාංශය ඒකාබද්ධව ඉදිරිපත් කරන අමාත්‍ය මණ්ඩල සංදේශයක් මගින් අනුමැතිය ලබාගැනීම."

මෙම අමාත්‍ය මණ්ඩල සංදේශය ඉදිරිපත් කිරීමේ දී ඉහත තීරණය නොසලකා තිබෙන බව නිරීක්ෂණය වේ.

II. ගල්මය ජලාන්වේෂන් සමාගම ස්ථාපනය කිරීම හා ආයෝජන මණ්ඩල ගිවිසුම අත්සන් කිරීම පිළිවෙලින් 2006.10.11 සහ 2006.11.20 දිනයන් හිදී සිදු කර ඇති අතර මෙම දින දෙකම අදාළ අමාත්‍ය මණ්ඩල තීරණයේ සඳහන් දිනයට පෙර දිනයන් වන බව ද මම තවදුරටත් අවධාරණය කරනු කැමැත්තෙමි.

04. රජය තම කොටස් මුළුමනින්ම හෝ ආංශික වශයෙන් පවරනු ලබන්නේ නම් ඊ පිළිබඳ ප්‍රථම ප්‍රතික්ෂේප කිරීමේ අයිතිය සි/ස ගල්මය ජලාන්වේෂන් වෙත තිබිය යුතුය යන 3.2 ඡේදයේ සඳහන් වීමේ ප්‍රතිඵලයක් ලෙස " රජයේ ව්‍යාපාර නොවිකිණිය යුතුය" යන රජයේ ප්‍රතිපත්තිය උල්ලංඝනය වන අයුරින් හිඟුරාන සීනි කර්මාන්තායතනයේ වත්කම් විකිණීමක් සිදුවීමට ඉඩ තිබේ.

ව්‍යාපාර සංවර්ධන හා ආයෝජන ප්‍රවර්ධන ගරු ඇමතිතුමාගේ අමාත්‍ය මණ්ඩල සංදේශය මගින් ඉදිරිපත් කර ඇති යෝජනා සම්බන්ධයෙන් තීරණයකට එළඹීමට ප්‍රථමයෙන් මවිසින් ඉදිරිපත් කර ඇති පහත සඳහන් කරුණු කෙරෙහි අමාත්‍ය මණ්ඩලය විසින් අවධානය යොමුකිරීම මැනවැයි ද සඳහන් කරමි.

05. නව අමාත්‍යාංශයක් ලෙස අතිරේක වැටිලි බෝග සංවර්ධන අමාත්‍යාංශය ස්ථාපිත කිරීමෙන් පසුව 2007 පෙබරවාරි මස අග භාගයේ දී අදාළ ලිපි ගොනු වැටිලි කර්මාන්ත අමාත්‍යාංශයෙන් ලබා ගන්නා ලදී. අමාත්‍ය මණ්ඩල තීරණය ක්‍රියාත්මක කිරීමේ අරමුණින් වැඩිදුර තොරතුරු ලබාගැනීම සඳහා ආයෝජන දිරිගන්වන්නා ලෙස ආයෝජන මණ්ඩලය සමඟ අමාත්‍ය මණ්ඩල තීරණය ක්‍රියාත්මක කිරීමේදී බදුකුමයක් සැකසීම සම්බන්ධයෙන් අවශ්‍ය පහසුකම් සලසන්නා ලෙස රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිෂන් සභාව සමඟ 2007.03.09 හා 2007.03.20 දිනයන් හිදී රැස්වීම් වාර 02 ක් පවත්වන ලදී. තවද ගල්මය ජලාන්වේෂන් සමාගම නියෝජනය කරමින් ලලිත් ගමගේ මහතා, ජානක උඩුමුල්ල මහතා සහ නවීන් අදිකාරම් මහතා 2007.03.08 දින මා හමු වූ අතර වැඩි දුරටත් කරුණු සාකච්ඡා කරන ලදී. මෙම රැස්වීම් වල ප්‍රතිඵලයක් ලෙස පහත සඳහන් කරුණු නිරීක්ෂණය විය.

I. ශ්‍රී ලංකා රජයේ නියෝජනයක් නොමැති " ගල්මය ජලාන්වේෂන් ප්‍රයිවට් ලිමිටඩ්" නැමැති සමාගමක් සමග ආයෝජන මණ්ඩලය විසින් 2006.10.11 දිනැතිව ගිවිසුමකට එළඹ තිබේ.

II. සමාගම් රෙජිස්ටාර් විසින් සමාගමක් ලෙස නීතිගත කළ බවට දෙන ලද සහතිකයට අනුව ගල්මය ජලාන්වේෂන් සමාගමේ සම්මාදම් කරුවන් වන්නේ පුද්ගලයින් දෙදෙනෙක් [ තැපරෝබෙන් ගන්ඩි මැනෙප්මන්ට් ලිමිටඩ් නියෝජනය කරමින් අජන් ලසන්ත දේවසුරේන්ද්‍ර මහතා සහ ඉෂාර් වින්තක නානායක්කාර මහතා] සහ ගල්මය කෝලීඩින්ස් පුද්ගලික සමාගමයි.

ගල්මය ජලාන්වේෂන් සමාගමේ සාංගමික ව්‍යවස්ථාවලිය මගින් වැඩිදුරටත් අවධාරණය කරන්නේ එහි අනෙකුත් අරමුණු අතර මූලික අරමුණ වන්නේ හිඟුරාන සීනි කර්මාන්ත සමාගමේ " වත්කම් අත්පත් කර ගැනීම " බවද සැලකිල්ලට ගත යුතුවේ.

06. සාකච්ඡා සම්මුති පිළිබඳ අමාත්‍ය මණ්ඩල කමිටුවක් ( Cabinet Appointed Negotiation Committee )හා ව්‍යාපෘති කමිටුවක් ( Project Committee ) පත් කිරීම සඳහා අමාත්‍ය මණ්ඩල සංදේශයක් ඉදිරිපත් කළ යුතු බවට රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිෂන් සභාව විසින් ඉදිරිපත් කර ඇති යෝජනාව හැරුණු කොට (මෙම කමිටු පත් කිරීම අවශ්‍ය නොවන බවට ආයෝජන මණ්ඩලය විසින් ප්‍රකාශ කර ඇත) ආයෝජන මණ්ඩලය හෝ රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිෂන් සභාව ඉහත ගැටළු නිරාකරණය කිරීම සඳහා කිසිදු යෝජනාවක් මේ දක්වා ඉදිරිපත් කර නොමැත. බදු කුලී පිළිබඳ තීරණයක් ගැනීම සඳහා සාකච්ඡා සම්මුති කමිටුවක් පත් කිරීම අත්‍යවශ්‍ය වන බව මගේ අදහසයි.

07. 2007.03.08 දින අමාත්‍යාංශයේ දී " ආයෝජකයින් " ගේ නියෝජිතයින් මා හමුවූ අවස්ථාවේදී ඉටුන් සහ සමාගමේ සහ ලංකා ඔරේක්ස් ලීසිං සමාගමේ බලධාරීන් ගෙන් ලිඛිත ප්‍රකාශයන් 2007.03.14 දිනට පෙර ලබා දෙන බවටත් පොරොන්දු විය. මෙම පාර්ශවයන් දෙකෙන්ම ප්‍රතිචාරයක් නොලැබුණු බැවින් මෙම සමාගම් ආයතනික මට්ටමින් මෙම ඒකාබද්ධ ව්‍යාපාරය වෙත හටුල් වන බවට තහවුරු කර ගැනීම සඳහා පහත සඳහන් කරුණු සම්බන්ධයෙන්, සමාගම් අධ්‍යක්ෂ මණ්ඩල විසින් ගෙන ඇති තීරණ ඉදිරිපත් කරන ලෙස එම සමාගම් වල සභාපතිවරුන් වෙත 2007.03.22 අතින් භාරදුන් ලිපි මගින් ලිඛිත ඉල්ලීමක් කරන ලදී.

- I. අදාළ අමාත්‍ය මණ්ඩල තීරණයට අනුකූලව, ඒකාබද්ධ හටුල (Consortium) සඳහා අනුමැතිය ලබාදීම.
- II. ව්‍යාපාරිකයේ මුළු වියදම විස්තරාත්මකව ඇතුළත් කර ඇති ආයෝජන සැලැස්ම සඳහා අනුමැතිය ලබාදීම.

08. හිඟුරාන සීනි කර්මාන්ත ආයතනය 1997 වර්ෂයේ සිට ක්‍රියාත්මක නොවන තත්වයේ පවතින බැවින්, එහි දේපළ (වංචල හා නිශ්චල) ආරක්ෂා කිරීම සඳහා මහාභාණ්ඩාගාරය විසින් මසකට රු. 900,000/- ක වියදමක් දරයි. තවද හිඟුරාන සීනි කර්මාන්තායතනය සතු ඉඩම් බලෙන් අල්ලා ගැනීමේ පිලිබඳ සිද්ධීන් ද වාර්තා වෙමින් පවතී. 1997 වර්ෂයේ සිට මෙම වත්කම් කිසිදු වලදායී කාර්යයක් සඳහා යොදා නොගැනීම නිසා අතිරයේ දී මෙම වත්කම් වලින් ප්‍රයෝජන ලැබූ එම ප්‍රදේශවල ජීවත් වන ජනතාව මහත් අසීරුතාවයන්ට මුහුණපා ඇත.

09. ඉහත කරුණු සැලකිල්ලට ගෙන තීරණයකට එළඹීමට ප්‍රථමයෙන් මවිසින් ඉදිරිපත් කර ඇති කරුණු කෙරෙහි අවධානය යොමු කරන ලෙස මම අමාත්‍ය මණ්ඩලයෙන් ඉල්ලා සිටින අතර පහත සඳහන් කරුණු නිර්දේශ කිරීමට කැමැත්තෙමි.

(අ.) දිගු කාලීන බදුක්‍රමයක් යටතේ කළමනාකරණය පැවරීම සඳහා ආයෝජන පහසුකම් සැලසීමේ අමාත්‍යමණ්ඩල අනු කමිටුවේ 06 වැනි රැස්වීමේදී තීරණයකට එළඹ ඇති අතර ඊට අනුගාමී වූ 2006.12.06 දිනැති ව අමාත්‍ය මණ්ඩලය විසින් ගෙන ඇති තීරණය පරිදි රජය, ඉටුන් සහ සමාගම සහ ලංකා ඔරේක්ස් ලීසිං සමාගම ඇතුළත් වන ලෙස ඒකාබද්ධ හටුල ස්ථාපිත කිරීම. ( සති 02 ක් ඇතුළත )

(ආ.) ඉහත (a) ක්‍රියාත්මක කිරීමට නොහැකි නම් , රජයට විශාල ආදායමක් ලබා ගත හැකි වන පරිදි, අවුරුදු 30 ක බදු කාලයක් සඳහා රු. මිලියන 2000 ක් ඉක්මවන වාර්ෂික බදු කුලියක් ලබාදීමට එකඟ වී ඇති, සැලසුම් ක්‍රියාත්මක කිරීමේ අමාත්‍යාංශයේ උපදෙස් පරිදි කැමැත්ත ප්‍රකාශ කිරීමේ ක්‍රියාවලියක් (EOI) හා යෝජනා කැඳවීමේ ක්‍රියාවලියක් තුලින් (RFP) රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිෂන් සභාව විසින් තෝරාගත් කැඳවුම් කරුවන් හතර දෙනාගේ යෝජනා අතරින් විශිෂ්ටතම යෝජනාව තෝරාගැනීම.

*අක්. සාමල්*

ආර්.එම්.ධර්මදාස බණ්ඩා  
අතිරේක වැවිලි බෝග සංවර්ධන අමාත්‍ය

රහස්‍යගතයි.

පිටපත්: ජනාධි./ලේ.  
අග්‍රා./ලේ.  
මු. හා කු./ලේ.  
අති.වැ.හෝ.සං./ලේ.  
විගණකාධිපති.

මගේ අංකය: අමප/07/0535/334/006  
ඔබේ අංකය:  
2007 මැයි මස 10 දින,  
කොළඹ, අමාත්‍ය මණ්ඩල කාර්යාලයේදී ය.

ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍යාංශයේ ලේකම්.

හිඟුරාන සීති කර්මාන්තායතනය  
නැවත පණ ගැන්වීම

(ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන ගරු ඇමතිතුමා ඉදිරිපත් කළ  
2007.03.30 දිනැති සටහන)

2007 අප්‍රේල් මස 25 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹී තීරණයක්  
අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.

පී.හපත්ගම,  
අතිරේක ලේකම්.  
AP/7

අ.කලේ/ඩී.විජේසිංහ,  
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(ඇ) රැස්වීමේදී සභාගත කළ පත්‍රිකා:

65. අමාත්‍ය මණ්ඩල පත්‍රිකා 07/0535/334/006 වූ, "හිඟුරාන සීති කර්මාන්තායතනය  
නැවත පණ ගැන්වීම" යන මැයෙන් ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන  
ඇමතිතුමා ඉදිරිපත් කළ 2007.03.30 දිනැති සටහන - සටහනේ 4 වන ඡේදයේ  
(අ) සිට (ඉ) දක්වා වූ යෝජනා සඳහා අනුමැතිය දෙන ලදී. අතිරේක වැවිලි  
හෝග සංවර්ධන ඇමතිතුමාගේ නිරීක්ෂණ සම්බන්ධයෙන්, නව යෝජනා යටතේ  
වූවද, අදාළ ඉඩමේ අයිතිය රජය සතුව පවතින බව සැලකිල්ලට ගත්තා ලදී.  
එහි සඳහන් අනෙකුත් කරුණු සම්බන්ධයෙන්, අදාළ අමාත්‍යවරුන් දෙදෙනා  
විසින් ඔවුනොවුන් අතර සාකච්ඡා මගින් එම කරුණු විසඳාගත යුතු ඇත.

ක්‍රියා කළයුතු: ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍යාංශය -  
අතිරේක වැවිලි හෝග සංවර්ධන ඇමතිතුමාගේ නිරීක්ෂණ  
යාකොට ඇත.

පිටපත්: මුදල් හා කුමසම්පාදන අමාත්‍යාංශය  
අතිරේක වැවිලි හෝග සංවර්ධන අමාත්‍යාංශය

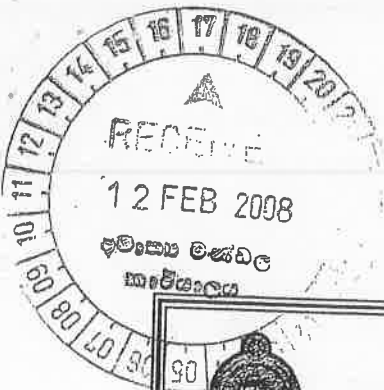
**(D) Cabinet Papers Tabled at the Meeting:**

65. Cabinet Paper 07/0535/334/006, a Note to the Cabinet dated 30.03.2007 by the Minister of Enterprise Development and Investment Promotion on "Revitalization of Hingurana Sugar Industries" - approval was granted to the proposals (a) to (e) in paragraph (4) of the Note. With reference to the observations of the Minister of Supplementary Plantation Crops Development, it was noted that even under the new proposals, the ownership of the land will remain with the state. As for the other matters contained therein, the two Ministers will resolve them in consultation with one another.

Action by: My/Enterprise Development and Investment Promotion –observations of the Minister of Supplementary Plantation Crops Development annexed.

Copied to: My/Finance and Planning  
My/Supplementary Plantation Crops Development

08/0302/



**NOTE TO CABINET**  
*Ministry of Enterprise Development and Investment Promotion*

Cabinet Memo No. 2008/3

Date : 12<sup>th</sup> February 2008

Reference No. EDIP/3/1/CBM viii/05

**RE : RESTRUCTURE OF HINGURANA SUGAR INDUSTRIES LIMITED**

**1. Introduction**

The status of HINGURANA SUGAR INDUSTRIES LIMITED (HSIL) as indicated in the cabinet paper dated 26.06.2006 submitted by the then Minister of Skills Development and Public Enterprise Reforms could be summarized as follows: -

HSIL was first privatized in 1993 and re-vested with the GOSL in January 1997. Production came to a standstill in September 1997. The Government compensated all employees of HSIL under a VRS costing Rs.390 Mn. in the year 2000/2001.

**Land:**

HSIL sugar cane plantation consisted of 7658 Hectares of state land. An extent of 5202 Ha is cultivable out of which approx. 228 Ha were occupied by HSIL.

**Buildings and machinery and other assets:**

Since the productions of HSIL have been closed from 1997, the factory and buildings at Hingurana were in a dilapidated condition. The machinery which were installed in 1962 had not been modernized since then and were worn out and rusted. The Head Office of HSIL is located at Narahenpita where the de funct liquor bottling plant is located. The extent of Narahenpita land is 1 Acre and 1 Perch.

**Liabilities:**

The last audited accounts were prepared for year 1992. Since then no proper accounts had been prepared. It is reported that the total liabilities as at 30.04.2006 amounts to Rs. 2.5 billion out of which the amount due to the People's Bank is estimated at Rs.2.3 billion. People's Bank has agreed in principle to settle their liabilities by taking over the land and building at Narahenpita with a further payment of Rs.50 Mn. Although the Bank had given the loan on security of lands at Narahenpita and Hingurana, the said lands were not owned by HSIL and it is doubted whether the Bank could enforce the mortgage. The building at Narahenpita is presently occupied by Ministry of Supplementary Plantation Crops Development.

**Assets:**

According to PERC, the Chief Valuer's valuation of the total assets of HSIL (other than land & building at Narahenpita) was Rs. 347.7 Mn.

**2. Decisions of the Cabinet and Cabinet Sub- Committee**

**Cabinet** at its meeting held on **19th July 2006** having considered the Cabinet Memorandum submitted by the then Minister of Skills Development and Public Enterprise Reforms, decided to divest HSIL to a new investor as recommended by the Cabinet Committee chaired by the Prime Minister. **ANNEX- A.**

**Cabinet Sub-Committee on Investment Facilitation** chaired by HE the President on **25<sup>th</sup> August 2006**, having considered the Cabinet Decision of 19<sup>th</sup> July 2006 to divest HSIL to a new investor granted approval:

“To take over the HSIL and to re-commence its operations by a Consortium established in collaboration of with the GOSL, Brown & Co and Lanka Orix Leasing Ltd on the basis that the Consortium will undertake the management of HSIL and the ownership of all properties of HSIL will continue to remain with the GOSL. PERC to submit a note to Cabinet for ratification in this regard.

The Consortium of investors to enter into a BOI agreement and to recommence the project operations as enumerated above immediately.” **ANNEX - B**

**Cabinet-Sub Committee on Investment Facilitation** on 9<sup>th</sup> November 2006 decided that a joint Cabinet Memorandum to be submitted by the Ministry of Plantation Industries and the Ministry of Enterprise Development & Investment Promotion seeking approval for PERC to facilitate the lease in favour of the Consortium established to undertake the management of HSIL. **ANNEX C.**

**Cabinet** on 6<sup>th</sup> December 2006, having considered the Joint-Cabinet Memorandum dated 28<sup>th</sup> November 2006 submitted by the Minister of Investment Promotion and Public Enterprise Development and the Minister of Plantation Industries, the approval was granted for the PERC to act as Facilitator in handing over the management of HSIL to a consortium of investors comprising of the GOSL, Brown & Co and Lanka Orix Leasing Ltd. **ANNEX -D.**

Thereafter, the **Cabinet** at its meeting held on **25<sup>th</sup> April 2007** considering the Note to Cabinet dated 30.03.2007 submitted by the Minister of Enterprise Development and Investment Promotion granted approval for the implementation of the following as sought in the Note. With reference to the observations of the Minister of Supplementary Plantation Crops Development, it was noted that



remain with the state. As for the other matters contained therein, the two Ministers will resolve them in consultation with one another.

- (a) the ratification for the GOSL, through its participation in Gal Oya Plantations (Private) Limited (GPL), to proceed with the aforesaid proposal for revitalization of HSIL as provided for the said decision of the Cabinet Sub Committee and reflected in the Agreement between the BOI and GPL dated 25<sup>th</sup> October 2006 -
  - (i) for the revival of the sugar factory at HSIL for the production of alcohol, ethanol (e- diesel), in the initial stage;
  - (ii) to ensure that sugar cane shall be purchased as per a pricing formula linked to prevailing international prices;
  - (iii) to maintain the existing irrigation infrastructure to sustain the existing areas of cultivation;
  - (iv) to generate electricity as a by product and to feed the national grid on the basis of a Power Purchase Agreement with the Ceylon Electricity Board; and
  - (v) for the manufacture of sugar.
- (b) GOSL to authorize GPL to enter into an exclusive Management Agreement between GPL and Management Company jointly owned By Brown & Co. and LOLC for the right to manage the activities of GPL relating to the revitalization and recommencing of operation of HSIL
- (c) GOSL/Commissioner of Lands to vest/transfer/lease the properties and assets (excluding liabilities) to GPL on a valuation to be determined by the Chief Government Valuer.
- (d) Transfer of all operating licenses and approvals of HSIL to GPL for the production of e-diesel, sugar, alcohol and electricity and to ensure that the relevant authorities renew and reissue the said licenses and approvals in favour of GPL.

- (e) Ceylon Petroleum Corporation to enter into an Ethanol Purchase Agreement for the purchase of ethanol production by GPL and convertible into e-diesel. **ANNEX- E**

**3. Observations**

The approval granted by the Cabinet as per ANNEX -E would bring about significant benefits by take over of the facilities of HSIL owned by GOSL by a new Company, the Special Purpose Vehicle, with service improvement, strengthening of infrastructure, better mobilization of capital and innovation. The balance of ownership of 51% with the state sector and 49% with the private sector (Brown & Co. and LOLC) in the new Company to remain unaltered at all times. The mechanism of a Management Company set up exclusively to manage HSIL by the Private sector partner will reduce the risks of the state in the new Company.

The PERC the institution that was expected to facilitate the transaction has become de funct.

Brown & Co. and LOLC on 11<sup>th</sup> October 2006 had incorporated a new company called GAL OYA PLANTATIONS (PRIVATE) LIMITED (GPL) having the provisions in its Articles of Association for GOSL to have 51% of the issued shares in it and the balance 49 % to be held jointly by Brown & Co. and LOLC and entered into Agreements with the BOI on 25<sup>th</sup> October 2006 and 12<sup>th</sup> July 2007 for the revival of sugar factory in terms of the Cabinet Sub-Committee decision of 25<sup>th</sup> August 2006 and the Cabinet Decision dated 25<sup>th</sup> April 2007 respectively. The BOI Agreement also provided that 51 % shareholdings of GOSL in GPL will remain unaltered at all times.

**4. Approval Sought**

In view of the facts narrated above, it has been suggested to me by the Hon. Attorney General that a comprehensive Cabinet Paper be submitted which will confirm that the proposal for which the Cabinet had granted approval on 25<sup>th</sup> April 2007 could be

implemented as per the said decision, notwithstanding earlier positions.

In view of the advice requested by the Hon. Attorney General I propose to inform him that the Cabinet Decision of 25<sup>th</sup> April 2007 could be proceeded with.

On 7<sup>th</sup> February 2008 I had a discussion with the following officials on this matter and all were agreed that the above mentioned procedure should be followed :-

- Deputy Secretary to the Treasury
- Secretary, Ministry of Supplementary Plantation Crops Development
- Secretary, Ministry of Enterprise Development and Investment Promotion
- Director General, Department of Public Enterprises
- Chairman/Director General, Board of Investment of Sri Lanka
- Financial Management Advisor, Ministry of Finance

I therefore wish to inform the Cabinet that the proposal for which the Cabinet had granted approval on 25<sup>th</sup> April 2007 could be implemented as per the said decision and that the Hon. Attorney General will be informed accordingly.



Dr. Sarath Amunugama, M.P.  
Minister of Enterprise Development & Investment Promotion

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රහස්‍යතාවය.

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පිටපත්: ජනාධි/ලේ.  
අග්‍රා/ලේ.  
මි. සා. කු/ලේ.  
විගණකාධිපති.

මගේ අංකය: අමප/06/1203/274/012  
මෙබ් අංකය:  
2006 ජූලි මස 27 දින,  
කොළඹ, අමාත්‍ය මණ්ඩල කාර්යාලයේදී ය.

නිපුණතා සංවර්ධන හා රාජ්‍ය ව්‍යවසාය  
ප්‍රතිසංස්කරණ අමාත්‍යාංශයේ ලේකම්.

සීමාසහිත හිඟුරාග සිනි කර්මාන්තායතනය  
ප්‍රතිව්‍යුහගත කිරීම

(නිපුණතා සංවර්ධන හා රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ ගරු ඇමතිතුමා  
ඉදිරිපත් කළ 2006.06.26 දිනැති සංදේශය)

2006 ජූලි මස 19 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එලඹී  
හීරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.

පී.කපත්ගම,  
අතිරේක ලේකම්.

අ.කළේ/ඩී.විජේසිංහ,  
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(ආ) න්‍යාය පත්‍රයේ විෂයයන්:

(I) අමාත්‍ය මණ්ඩල පත්‍රිකා:

25. අමාත්‍ය මණ්ඩල පත්‍රිකා 06/1203/274/012 වූ, "සීමාසහිත හිඟුරාග සිනි  
කර්මාන්තායතනය ප්‍රතිව්‍යුහගත කිරීම" යන මැදයත් නිපුණතා සංවර්ධන  
හා රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ ඇමතිතුමා ඉදිරිපත් කළ 2006.06.26  
දිනැති සංදේශය - මෙම සංදේශය මුදල් හා ක්‍රමසම්පාදන ඇමතිතුමාගේ  
නිරීක්ෂණ සමඟ සලකාබලන ලදුව, අග්‍රාමාත්‍යතුමාගේ සභාපතිත්වයෙන්  
යුත් අමාත්‍ය මණ්ඩල කාරක සභාව විසින් නිර්දේශ කර ඇති පරිදි,  
සීමාසහිත හිඟුරාග සිනි කර්මාන්තායතනය නව ආයෝජනයකට ලබාදීමට  
හීරණය කරන ලදී.

ක්‍රියා කළයුතු: නිපුණතා සංවර්ධන හා රාජ්‍ය ව්‍යවසාය  
ප්‍රතිසංස්කරණ අමාත්‍යාංශය

පිටපත: මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශය

(B) Agenda Items:

(i) Cabinet Papers

25. Cabinet Paper 06/1203/274/012, a Memorandum dated 26.06.2006 by the Minister of Skills Development and Public Enterprise Reforms on "Restructure of Hingurana Sugar Industries Ltd. (HSIL)" - this Memorandum was considered along with the observations of the Minister of Finance and Planning and it was decided to divest Hingurana Sugar Industries Ltd. to a new Investor, as recommended by the Cabinet Committee chaired by the Prime Minister.

Action by: My/Skills Development and Public Enterprise Reforms

Copied to: My/Finance and Planning



**EXTRACTS OF MINUTES OF THE FIFTH MEETING OF THE CABINET SUB COMMITTEE ON INVESTMENT FACILITATION (CSIF) HELD ON 26<sup>TH</sup> AUGUST 2006**

**"4.10 Proposal for the Revitalization of Hingurana Sugar Industries**

*The Committee noted that as per a Cabinet Memorandum on 'Restructuring of Hingurana Sugar Industries Ltd.' a decision had been made on 19<sup>th</sup> July 2006 to allocate same to a new investor.*

*Chairman, PERC stated that allocation to a new investor is contemplated to be effected through the Colombo Stock Exchange.*

*The proposal submitted by a consortium to be established in collaboration with the Government of Sri Lanka, Brown & Company and Lanka Orix Leasing Ltd. to undertake the management of Hingurana Sugar Industries Ltd. (HSIL) for the following activities was considered by the Committee.*

- i. Revive the sugar factory for the production of alcohol & ethanol in the initial stage.
- ii. Ensure that the sugar cane will be purchased as per a pricing formula linked to the prevailing international prices.
- iii. Maintain the existing irrigation infrastructure to sustain the existing area of cultivation.
- iv. Generate electricity as a by-product and feed the national grid after entering into a PPA with CEB.

**Decision**

**Approval was granted to the above proposal made to take over the Hingurana Sugar Industries Ltd. (HSIL) and to re-commence its operations by a consortium established in collaboration with the Government of Sri Lanka (GOSL), Brown & Company and Lanka Orix Leasing Ltd. on the basis that the consortium will undertake the management of HSIL and the ownership of all properties of HSIL will continue to remain with the GOSL. PERC to submit a note to Cabinet for ratification in this regard.**

**The consortium of investors to enter into a BOI agreement and to re-commence the project operations as enumerated above immediately.**

**Action by**

- Mr N B Bandusona, Chairman, PERC
- Mr C Delgoda, Chairman, CEB
- Prof. Lakshman R Watawala, Chairman/Director General, BOI
- Mr A Devasurendra, Director, Brown & Co.
- Mr I Nanayakkara, Director, Lanka Orix Leasing Ltd.
- Mr T A K Thayarapperuma, Chairman, Hingurana Sugar Industries Ltd.



**SIXTH CABINET SUB COMMITTEE ON INVESTMENT FACILITATION (CSIF)**  
**MEETING HELD ON 9<sup>TH</sup> NOVEMBER 2006**  
**PROPOSAL FOR THE REVITALIZATION OF HINGURANA SUGAR INDUSTRIES**

Please find reproduced below the extracts of the minutes relating to the above project for your information and necessary action.

**2.2 Proposal for the Revitalization of Hingurana Sugar Industries**

*Submission of a note to Cabinet for ratification regarding the revitalization of Hingurana Sugar Industries was discussed.*

**Decision**

A joint Cabinet Memorandum to be submitted by the Ministry of Plantation Industries and the Ministry of Enterprise Development & Investment Promotion seeking approval for PERC to facilitate the lease in favour of the consortium established to undertake the management of Hingurana Sugar Industries Ltd.

**Action by**

**Mr. J Abeywickrema, Secretary, My. of Plantation Industries**  
**Mr. Thosapala Hewage, Secretary, My. of Enterprise Dev. & Inv. Promotion**  
**Mr. W M Bandusena, Chairman/PERC"**





රහස්‍යගතයි.

පිටපත්: ජනාධි/ලේ.  
අග්‍රා/ලේ.  
මු. හා කු/ලේ.  
නියුජය: හා රා.ව්‍ය.ප්‍රති/ලේ.  
විගණකාධිපති.

මුද්‍රා අංකය: අමප/06/2251/250/047  
මුද්‍රා අංකය:  
2006 දෙසැම්බර් මස 14 දින,  
කොළඹ, අමාත්‍ය මණ්ඩල කාර්යාලයේදී ය.

වැවිලි කර්මාන්ත අමාත්‍යාංශයේ ලේකම්.  
ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍යාංශයේ ලේකම්.

හිඟුරාන සිනි කර්මාන්තායතනය  
නැවත ආරම්භ කිරීම

(වැවිලි කර්මාන්ත ගරු ඇමතිතුමා සහ ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන ගරු ඇමතිතුමා ඉදිරිපත් කළ 2006.11.28 දිනැති ඒකාබද්ධ සංදේශය)

2006 දෙසැම්බර් මස 06 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹි තීරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.

පී.හපත්ගම,  
අතිරේක ලේකම්.

අ.කලේ/ඩී.විජේසිංහ,  
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(ඇ) පරිපූරක ක්‍රියා පටුණේ විෂයයන්:

44. අමාත්‍ය මණ්ඩල පත්‍රිකා 06/2251/250/047 වූ, "හිඟුරාන සිනි කර්මාන්තායතනය නැවත ආරම්භ කිරීම" යන මැයෙන් වැවිලි කර්මාන්ත ඇමතිතුමා සහ ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන ඇමතිතුමා ඉදිරිපත් කළ 2006.11.28 දිනැති ඒකාබද්ධ සංදේශය - හිඟුරාන සිනි කර්මාන්තායතනයේ කළමනාකාරිත්වය, ශ්‍රී ලංකා රජය, බුටුන් සහ සමාගම සහ ලංකා මරික්ස් ලිසි. සමාගම යන ආයතනවලින් සැදුම්ලත් ආයෝජන හවුලක් වෙත පැවරීම සම්බන්ධයෙන්, රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිෂන් සභාව පහසුකම් සපයන්නෙකු වශයෙන් ක්‍රියා කිරීම සඳහා අනුමැතිය දෙන ලදී.

ක්‍රියා කළයුතු: වැවිලි කර්මාන්ත අමාත්‍යාංශය  
ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍යාංශය

පිටපත්: මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශය  
නියුජන සංවර්ධන හා රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ  
අමාත්‍යාංශය - සංදේශයේ පිටපතක් යාකොට ඇත.



(C) Supplementary Agenda Items:

44. Cabinet Paper 06/2251/250/047, a joint Memorandum dated 28.11.2006 by the Minister of Plantation Industries and the Minister of Enterprise Development and Investment Promotion on "Revitalization of Hingurana Sugar Industries" approval was granted for the Public Enterprises Reform Commission (PERC) to act as Facilitator in handing over the management of Hingurana Sugar Industries to a Consortium of Investors comprising of the Government of Sri Lanka, Brown and Company, and Lanka Orix Leasing Limited.



Action by: My/Plantation Industries  
My/Enterprise Development and Investment Promotion  
Copied to: My/Finance and Planning  
My/Skills Development and Public Enterprise Reforms – copy of Memorandum annexed.

21/02 Add/s (Adm)  
✓ (Dev)  
ch/Bol  
27/0 (T)

Pl request ch/Bol to discuss with PERC and annex ther.  
21/12





රහස්‍යගතයි.

පිටපත්: ජනාධි/ලේ,  
අග්‍රා/ලේ,  
මු හා කු/ලේ,  
අතිවැහෝ සං/ලේ,  
විගණකාධිපති.

මගේ අංකය: අමප/07/0535/334/006  
ඔබේ අංකය:  
2007 මැයි මස 10 දින,  
කොළඹ, අමාත්‍ය මණ්ඩල කාර්යාලයේ සිට

ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍යාංශයේ ලේකම්.

හිඟුරාන සිති කර්මාන්තායතනය  
නැවත පණ ගැන්වීම

(ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන ගරු ඇමතිතුමා ඉදිරිපත් කළ  
2007.03.30 දිනැති සටහන)

2007 අප්‍රේල් මස 25 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹී තීරණයක්  
අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.

පි.හපත්ගම,  
අතිරේක ලේකම්.

අ.කලේ/වී.විජේසිංහ,  
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(අ) රැස්වීමේදී සභාගත කළ පත්‍රිකා:

65. අමාත්‍ය මණ්ඩල පත්‍රිකා 07/0535/334/006 වූ, "හිඟුරාන සිති කර්මාන්තායතනය  
නැවත පණ ගැන්වීම" සහ මැයෙන් ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන  
ඇමතිතුමා ඉදිරිපත් කළ 2007.03.30 දිනැති සටහන සටහනේ 4 වන ඡේදයේ  
(අ) සිට (ඉ) දක්වා වූ යෝජනා සඳහා අනුමැතිය දෙන ලදී. අතිරේක වැවිලි  
හෝග සංවර්ධන ඇමතිතුමාගේ නිරීක්ෂණ සම්බන්ධයෙන්, තව යෝජනා යටතේ  
චූචු අදාළ ඉඩමේ අසීතිය රජය සතුව පවතින බව සැලකිල්ලට ගත්තා ලදී.  
එහි සඳහන් අනෙකුත් කරුණු සම්බන්ධයෙන්, අදාළ අමාත්‍යවරුන් දෙදෙනා  
විසින් ඔවුනොවුන් අතර සාකච්ඡා මගින් එම කරුණු විසඳාගනු ඇත.

ක්‍රියා කළයුතු: ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍යාංශය  
අතිරේක වැවිලි හෝග සංවර්ධන ඇමතිතුමාගේ නිරීක්ෂණ  
යාකොට ඇත.

පිටපත්: මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශය  
අතිරේක වැවිලි හෝග සංවර්ධන අමාත්‍යාංශය



(D) Cabinet Papers Tabled at the Meeting:



65. Cabinet Paper 07/0535/334/006, a Note to the Cabinet dated 30.03.2007 by the Minister of Enterprise Development and Investment Promotion on "Revitalization of Hingurana Sugar Industries" - approval was granted to the proposals (a) to (e) in paragraph (4) of the Note. With reference to the observations of the Minister of Supplementary Plantation Crops Development, it was noted that even under the new proposals, the ownership of the land will remain with the state. As for the other matters contained therein, the two Ministers will resolve them in consultation with one another.

Action by: My/Enterprise Development and Investment Promotion - observations of the Minister of Supplementary Plantation Crops Development annexed.

Copied to: My/Finance and Planning  
My/Supplementary Plantation Crops Development

*Adde (Adm)  
✓ (Dev)  
By D(I)  
en/Boi*

*Pl. check whether these  
observations are valid  
based on the original  
cab. decision as  
reported  
11/05*

පිටපත්: ජනාධි./ලේ.  
අග්‍රා./ලේ.  
මු. හා කු./ලේ.  
සැ.ක්‍රි.කි./ලේ.  
විගණකාධිපති.

මගේ අංකය: අමප/08/0302/334/003  
ඔබේ අංකය:  
2008 පෙබරවාරි මස 22 දින,  
කොළඹ, අමාත්‍ය මණ්ඩල කාර්යාලයේදී ය.

ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන අමාත්‍යාංශයේ ලේකම්.

සීමාසහිත හිඟුරාන සිනි කර්මාන්තායතනය  
ප්‍රතිව්‍යුහගත කිරීම

(ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන ගරු ඇමතිතුමා ඉදිරිපත් කළ  
2008.02.12 දිනැති සටහන)

2008 පෙබරවාරි මස 13 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹි තීරණයක්  
අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.

පී.හපන්ගම,  
අතිරේක ලේකම්.  
A1/A1

අ.කලේ/ඩී.විජේසිංහ,  
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(ඇ) පරිපූරක ත්‍යාය පත්‍රයේ විෂයයන්:

- 39. අමාත්‍ය මණ්ඩල පත්‍රිකා 08/0302/334/003 වූ, "සීමාසහිත හිඟුරාන සිනි කර්මාන්තායතනය ප්‍රතිව්‍යුහගත කිරීම" යන මැයෙන් ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන ඇමතිතුමා ඉදිරිපත් කළ 2008.02.12 දිනැති සටහන - (අමප 07/0535/334/006 පිළිබඳව වූ 2007.04.25 දිනැති අමාත්‍ය මණ්ඩල තීරණයට අදාළ) 2007.04.25 දින අමාත්‍ය මණ්ඩලය විසින් අනුමත කර ඇති යෝජනාව, ලැබී ඇති ගරු නීතිපතිතුමාගේ උපදෙස් ප්‍රකාර ක්‍රියාත්මක කරනු ඇති බවටත්, ඒ පිළිබඳව නීතිපතිතුමා දැනුවත් කරනු ලබනු ඇති බවටත් තීරණය කරන ලදී.

ක්‍රියා කළයුතු: ව්‍යවසාය සංවර්ධන හා ආයෝජන ප්‍රවර්ධන  
අමාත්‍යාංශය

පිටපත: මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශය

(C) **Supplementary Agenda Items:**

39. Cabinet Paper 08/0302/334/003, a Note to the Cabinet dated 12.02.2008 by the Minister of Enterprise Development and Investment Promotion on "Restructure of Hingurana Sugar Industries Limited - (Cabinet decision dated 25.04.2007 on CP07/0535/334/006 refers) it was decided that the proposal for which the Cabinet had granted approval on 25.04.2007 will be implemented in terms of the advice received from the Hon. Attorney General and he will be informed accordingly.

Action by: My/Enterprise Development and Investment  
Promotion

Copied to: My/Finance and Planning



2009-03-06

09/0398/

අමාත්‍ය මණ්ඩල සංදේශය

අතිරේක වැවිලි හෝග සංවර්ධන අමාත්‍යාංශය

ඇමුණුම 12

හිඟුරාන සීනි කර්මාන්තායතනය ප්‍රතිව්‍යුහගත කිරීම

හිඟුරාන සීනි කර්මාන්තායතනය 1993 දී පොද්ගලීකරණය කරනු ලැබූ පොද්ගලීකරණය ආයෝජකයා මුහුණ දුන් විවිධ ගැටළු හේතුවෙන් 1997 දී නැවත රජය වෙත පවරා ගෙන නිෂ්පාදන කටයුතු ආරම්භ කරන ලදී. නමුත් 1997 සැප්තැම්බර් මාසයේදී නැවත නිෂ්පාදන කටයුතු නතර කරන ලද අතර සියලුම සේවකයන් ස්වේච්ඡාවෙන් විශ්‍රාම ගැන්වීමේ පදනම මත රජයේ වියදමින් රුපියල් මිලියන 390 ක් ගෙවා වර්ෂ 2000-2001 කාලය තුළ විශ්‍රාම ගත්වන ලදී. වර්ෂ 1997 සිට නිෂ්පාදන ක්‍රියාවලිය නතර කර තිබූ බැවින් කර්මාන්තශාලාවේ යන්ත්‍රෝපකරණ සහ ගොඩනැගිලි දිගින් දිගටම විනාශ වීමේ තර්ජනයට ලක්ව තිබේ.

2. වසා දමා තිබුණු කර්මාන්තශාලා සහ රජයේ ව්‍යාපාර නැවත සංවර්ධනය කිරීමේ රජයේ ප්‍රතිපත්තිය අනුව නිපුණතා සංවර්ධන සහ රාජ්‍ය ව්‍යාවසාය ප්‍රතිසංස්කරණ ගරු ඇමැතිතුමා විසින් හිඟුරාන සීනි කර්මාන්තශාලාව සංවර්ධනය කිරීම සඳහා ඉදිරිපත් කරන ලද 2006.06.26 දිනැති අංක 06/1203/274/012 දරන අමාත්‍ය මණ්ඩල සංදේශය පිළිබඳ ගරු අග්‍රාමාත්‍යතුමාගේ සහායකත්වයෙන් රැස්වුණු අමාත්‍ය මණ්ඩල උප කමිටුවේ නිර්දේශ පදනම් කර ගෙන හිඟුරාන සීනි කර්මාන්තශාලාව නව පොද්ගලීකරණ ආයෝජකයෙකුට සංවර්ධනය කිරීම පිණිස ලබා දීමට 2006 ජූලි 19 වැනි දින අමාත්‍ය මණ්ඩල අනුමැතිය ලබා දෙන ලදී.
3. ඉන් අනතුරුව ආයෝජන පහසුකම් සැපයීම පිළිබඳ අමාත්‍ය මණ්ඩල අනුකමිටුව විසින් 2006 ජූලි මස 19 වැනි දිනැති අමාත්‍ය මණ්ඩල තීරණයද සැලකිල්ලට ගෙන, ශ්‍රී ලංකා රජය, ඔවුන් සහ සමාගම සහ ලංකා මර්කස් ලීසිං සමාගම යන අයගෙන් සැදුම්ලත් හවුලක් මගින් හිඟුරාන සීනි කර්මාන්තශාලාව නැවත ආරම්භ කිරීමටත් එහි කළමනාකරණය නව හවුල වෙත ලබා දීමටත් හිඟුරාන සීනි සමාගමේ සියළුම දේපල වල අයිතිය රජය සතුව තබා ගැනීමටත් තීරණය කරන ලදී. ඒ අනුව ආයෝජන මණ්ඩලයේ මැදිහත් වීම මත ගල්මය වැවිලි සමාගම නමින් සමාගමක් පිහිටුවා ආයෝජන මණ්ඩලය සමඟ අංක 359 දරණ ගිවිසුමකට ඇතුළත් වී හිඟුරාන සීනි සමාගමේ කටයුතු ආරම්භ කරන ලදී.
4. නැවතත් 2006.11.09 දින රැස්වූ ආයෝජන පහසුකම් සැපයීම පිළිබඳ අමාත්‍ය මණ්ඩල උප කමිටුව විසින් ඉහත හවුල වෙත අදාළ දේපල දිරිස කාලීන බදු ගිවිසුමක් මගින් ලබාදීම සඳහා රාජ්‍ය ව්‍යාවසාය ප්‍රතිසංස්කරණ කොමිසමට පහසුකම් සපයන්නෙකු ලෙස ක්‍රියා කිරීම සඳහා අනුමැතිය ඉල්ලා වැවිලි කර්මාන්ත අමාත්‍යතුමා සහ ව්‍යාපාර සංවර්ධන සහ ආයෝජන ප්‍රවර්ධන ඇමතිතුමා විසින් ඒකාබද්ධ අමාත්‍ය මණ්ඩල සංදේශයක් ඉදිරිපත් කලයුතු බව තීරණය කරන ලදී. මේ අනුව ආයෝජන ප්‍රවර්ධන සහ රාජ්‍ය ව්‍යාවසාය ප්‍රතිසංස්කරණ ඇමතිතුමා සහ වැවිලි කර්මාන්ත ඇමතිතුමා විසින් ඉදිරිපත් කරන ලද 2006.11.28 දිනැති අංක 06/2251/250/047 දරණ ඒකාබද්ධ අමාත්‍ය මණ්ඩල සංදේශය සලකා බලා 2006.12.06

දින අමාත්‍ය මණ්ඩලය විසින් හිඟුරාන සිනි කර්මාන්ත සමාගමේ කළමනාකරණය ශ්‍රී ලංකා රජය, ඉවුන්ස් සහ සමාගම සහ ලංකා ඔරික්ස් ලීසිං සමාගම යන අය වෙත ලබාදීමේ ගනුදෙනුව සම්බන්ධයෙන් රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිසම පහසුකම් සපයන්නෙකු වශයෙන් කටයුතු කිරීම සඳහා අනුමැතිය ලබා දෙන ලදී.

5. ඉන්පසුව ව්‍යවසාය සංවර්ධන සහ ආයෝජන ප්‍රවර්ධන අමාත්‍යතුමා විසින් 2007 මාර්තු මස 30 වැනි දින ඉදිරිපත් කල අංක 07/0535/334/006 දරණ අමාත්‍ය මණ්ඩල සටහන අතිරේක වැවිලි හෝග සංවර්ධන අමාත්‍යතුමාගේ නිරීක්ෂණද සැලකිල්ලට ගෙන පහත සඳහන් යෝජනා සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය 2007 අප්‍රේල් මස 25 වැනි දින ලබා දෙන ලදී.

(අ) කැබිනට් අනුකාරක සභාවේ තීරණය සහ 2006 ඔක්තෝබර් 25 වැනි දින ආයෝජන මණ්ඩලයේ සහ ගල්ඔය වැවිලි සමාගම අතර ඇති කර ගන්නා ලද ගිවිසුමෙහි පිළිබිඹු වී ඇති පරිදි, ශ්‍රී ලංකා රජය ගල්ඔය වැවිලි සමාගම තුළින් සීමාසහිත හිඟුරාන සිනි කර්මාන්ත සමාගම නැවත පණගැන්වීම සඳහා පහත සඳහන් යෝජනා ක්‍රියාත්මක කිරීම.

- සීමාසහිත හිඟුරාන සිනි කර්මාන්ත සමාගම නැවත ක්‍රියාත්මක කිරීමේ මුල් අදියරේදී, මධ්‍යසාර සහ එතනෝල් නිෂ්පාදනය කිරීම.
- පවතින ජාත්‍යන්තර මිල ගණන් වලට අනුකූල වූ මිල ගණන් අනුව උක් ගස් මිලදී ගැනීම.
- දැනට තිබෙන වගා ප්‍රදේශයන්හි වගා කටයුතු අඛණ්ඩව පවත්වා ගෙන යාම සඳහා වර්තමාන වාරිමාර්ග යටිතල පහසුකම් ඵලෙසම නඩත්තු කිරීම.
- අතුරු නිෂ්පාදනයක් ලෙස විදුලි බලය උත්පාදනය කිරීම සහ ලංකා විදුලිබල මණ්ඩලය සමඟ ඵලඹෙන විදුලිය මිලදී ගැනීමේ ගිවිසුම පදනම් කර ගෙන උත්පාදනය කරන්නා වූ විදුලි බලය ජාතික විදුලි බල පද්ධතියට එකතු කිරීම සහ
- සිනි නිෂ්පාදනය කිරීම.

(ආ) සීමාසහිත හිඟුරාන සිනි කර්මාන්ත සමාගම යළි නගාසිටුවීම සහ එහි කටයුතු නැවත ආරම්භ කිරීම ඉවුන්ස් සහ සමාගමට සහ සීමාසහිත ලංකා ඔරික්ස් ලීසිං සමාගමට ඒකබද්ධ අයිතිය තිබෙන්නාවූ කළමනාකරණ සමාගමකට පැවරීම සඳහා ගල්ඔය වැවිලි සමාගම සහ ඉහතකී කළමනාකරණ සමාගම අතර සුවිශේෂිතවූ කළමනාකරණ ගිවිසුමකට ඵලඹීම සඳහා ශ්‍රී ලංකා රජය විසින් ගල්ඔය වැවිලි සමාගමට බලය පැවරීම.

(ඇ) රජයේ ප්‍රධාන තක්සේරුකරු විසින් නියම කරන ලද තක්සේරු මිලකට (වගකීම් බැහැරව) ගල්ඔය වැවිලි සමාගමට ශ්‍රී ලංකා රජය/ඉඩම් කොමසාරිස් විසින් දේපල සහ වත්කම් අත්කර දීමට /පැවරීමට/බදු දීම.



(ඇ) ඊ - ඩීසල්, සීනි, මධ්‍යසාර සහ විදුලි බලය නිෂ්පාදනය සඳහා සීමාසහිත හිගුරාන සිනි කර්මාන්ත සමාගමට අයත් දැනට වලංගු සියලුම බලපත්‍ර සහ අනුමැතීන් ගල්මය වැවිලි සමාගමට පැවරීමටත්, එකී බලපත්‍ර හා අනුමැතීන් ගල්මය වැවිලි සමාගම තමන් අලුත් කිරීමටත් පසු යළි නිකුත් කිරීමටත් අදාළ අධිකාරීන් විසින් කටයුතු කිරීම.

(ඉ) ගල්මය වැවිලි සමාගම මගින් නිෂ්පාදනය කරන එතනෝල් මිලදී ගැනීමටත් එය ඊ - ඩීසල් බවට පරිවර්තනය කිරීමටත් ඒ සඳහා ලංකා බණිජ තෙල් නීතිගත සංස්ථාව සමඟ එතනෝල් මිලදී ගැනීමේ ගිවිසුමකට එලඹීම.

6. අනතුරුව, ඉහත සඳහන් යෝජනා සඳහා පහසුකම් සපයන්නෙකු ලෙස ක්‍රියා කරමින් සිටි රාජ්‍ය ව්‍යවසාය ප්‍රතිසංස්කරණ කොමිසම අහෝසි කිරීමට අමාත්‍ය මණ්ඩලය විසින් තීරණය කිරීම නිසා 2007 අප්‍රේල් මස 25 වැනි දින එලඹී අමාත්‍ය මණ්ඩල තීරණය තවදුරටත් ක්‍රියාත්මක කිරීම පිළිබඳව ගරු නීතිපතිවරයාගේ උපදෙස් පරිදි ව්‍යවසාය සංවර්ධන සහ ආයෝජන ප්‍රවර්ධන අමාත්‍ය ගරු ආචාර්ය සරත් අමුණුගම මැතිතුමා විසින් මෙම ක්‍රියාවලිය පිළිබඳ සියලු විස්තර ඇතුළත් කරමින් 2008 පෙබරවාරි මස 12 වැනි දින අංක. 08/0302/334/003 දරණ අමාත්‍ය මණ්ඩල පත්‍රිකාව ඉදිරිපත් කරන ලදී. ඒ අනුව තැවත වරක් 2007 අප්‍රේල් 25 වැනි දින අමාත්‍ය මණ්ඩල තීරණය ක්‍රියාත්මක කිරීමටත් මේ පිළිබඳව ගරු නීතිපතිවරයා දැනුවත් කිරීමටත් අමාත්‍ය මණ්ඩලය විසින් 2008 පෙබරවාරි මස 13 වැනි දින තීරණය කරන ලදී.

7. මේ අනුව රජයට කොටස් 51% ක හිමිකමක් සහ බුටුන්ස් සහ සමාගම සහ ලංකා ඔරික්සි ලිසි. සමාගමට කොටස් 49% ක හිමිකමක් ලැබෙන පරිදි ස්ථාපිත කර ඇති ගල්මය වැවිලි සමාගමේ ගරු නීතිපතිවරයාගේ අනුමැතිය ඇතිව සකස් කරන ලද කොටස්කරුවන්ගේ කෙටුම්පත් ගිවිසුම සහ ගල්මය වැවිලි සමාගමේ කළමනාකරණය බුටුන්ස් සහ ලංකා ඔරික්සි ලිසි. සමාගම් වලින් සමන්විත කළමනාකරණ සමාගමට ලබාදීම සඳහා සකස් කරන ලද කළමනාකරණ කෙටුම්පත් ගිවිසුම, අමාත්‍ය මණ්ඩල අනුමැතිය සඳහා මේ සමඟ ඉදිරිපත් කරමි. මෙම කොටස්කරුවන්ගේ ගිවිසුම සහ කළමනාකරණ ගිවිසුම් වල පහත සඳහන් මූලික කරුණු අඩංගුව ඇත.

- ගල්මය වැවිලි සමාගමේ කොටස් බහුතරය වන 51% ක අයිතිය රජය වෙත තබා ගැනීම සහ ඉතිරි කොටස් 49% බුටුන්ස් සහ සමාගම, ලංකා ඔරික්සි ලිසි. සමාගම වෙත පැවරීම.
- ගල්මය වැවිලි සමාගමේ කළමනාකරණය කළමනාකරණ ගිවිසුමක් මගින් වසර 10 ක් සඳහා කළමනාකරණ සමාගමට පැවරීම.
- ගල්මය වැවිලි සමාගම වෙත පවරනු ලබන රජයේ වංචල දේපලවල ප්‍රධාන තක්සේරුකරු විසින් තක්සේරු කරන ලද වර්තමාන වෙලද වටිනාකම සහ බදු පදනම මත ගල්මය වැවිලි සමාගම වෙත ලබා දෙනු ලබන රජයේ දේපල වල අවුරුදු 30 සඳහා ගණනය කරනු ලබන බදු මුදලේ ගුද්ධ වර්තමාන වටිනාකම රජයේ 51% කොටස් මුදල වශයෙන් යෙදීම.




- අධ්‍යක්ෂ මණ්ඩලය රජයේ නියෝජිතයින් 5 දෙනෙක් ගෙන්ද ඔවුන් සහ සමාගම සහ ලංකා ඔරික්ස් ලීසිං සමාගමේ නියෝජිතයන් 4 දෙනෙකුගෙන්ද සමන්විත වන අතර සභාපතිවරයා රජයෙන් පත්කරනු ලැබීම.
- ගල්ඔය වැව්ලි සමාගම විසින් කළමනාකරණ සමාගමට කළමනාකරණ ගාස්තු වශයෙන් ගල්ඔය වැව්ලි සමාගමේ බදු පසු ලාභයෙන් 2% ක් ගෙවීම.

**අමාත්‍ය මණ්ඩල අනුමැතිය**

8. හිඟුරාන සීනි කර්මාන්තශාලාව සංවර්ධනය කිරීම සඳහා ස්ථාපිත කල ගල්ඔය වැව්ලි සමාගමේ කටයුතු කරගෙන යාම සඳහා පහත සඳහන් කරුණු සම්බන්ධයෙන් අමාත්‍ය මණ්ඩල අනුමැතිය ඉල්ලා සිටීම.

- (i) කොටස්කරුවන්ගේ ගිවිසුම ක්‍රියාත්මක කිරීම. (ඇමුණුම 1)
- (ii) කළමනාකරණ ගිවිසුම ක්‍රියාත්මක කිරීම. (ඇමුණුම 2)
- (iii) හිඟුරාන සීනි සමාගම සතු හිඟුරානේ පිහිටි නිෂ්පාදනාගාරය, කාර්යාලය, නිල නිවාස සහ අනෙකුත් ගොඩනැගිලි පිහිටි හෙක්ටයාර 277.7539 ක පමණ ඉඩම් අවුරුදු 30 ක කාලයක් සඳහා ගල්ඔය වැව්ලි සමාගමට බදු දීම.
- (iv) ගල්ඔය වැව්ලි සමාගම වෙත පවරනු ලබන වංචල දේපලවල රජයේ ප්‍රධාන තක්සේරුකරු විසින් තක්සේරු කරන ලද වර්තමාන වෙලද වටිනාකම වන රුපියල් මිලියන 222 ක මුදල සහ ඉහත බදු පදනම මත ගල්ඔය වැව්ලි සමාගම වෙත ලබා දෙනු ලබන හිඟුරාන සීනි සමාගම සතු නිශ්චල දේපල වල අවුරුදු 30 සඳහා රජයේ ප්‍රධාන තක්සේරුකරු විසින් ගණනය කරන ලද බදු මුදලේ ඉද්ධ වර්තමාන වටිනාකම වන රුපියල් මිලියන 294 ක මුදල ඇතුළත්ව රුපියල් මිලියන 516 (මිලියන පන්සිය දහසය) සමාගමේ 51% සඳහා රජයේ කොටස් හිමිකම වශයෙන් යෙදීම.
- (v) කොටස්කරුවන්ගේ ගිවිසුම රජය වෙනුවෙන් අත්සන් කිරීම සඳහා මහා භාණ්ඩාගාර ලේකම්තුමාට බලය පැවරීම.

  
 චන්ද්‍රසේකර බණ්ඩාර

අතිරේක වැව්ලි භෝග සංවර්ධන අමාත්‍ය

SHAREHOLDERS' AGREEMENT

BETWEEN

THE GOVERNMENT OF THE DEMOCRATIC  
SOCIALIST REPUBLIC  
OF SRI LANKA

AND

LANKA ORIX LEASING COMPANY PLC

AND

BROWN & COMPANY PLC

AND

GAL OYA PLANTATIONS  
(PVT) LTD

## SHAREHOLDERS' AGREEMENT

This SHAREHOLDERS' AGREEMENT made and entered into on this 28<sup>th</sup> day of August, 2009, (this "Agreement") at Colombo in the Democratic Socialist Republic of Sri Lanka.

AMONG

1. Sumith Abeysinghe, in his capacity as the Secretary to the Treasury, acting for and on behalf of **THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA** (hereinafter called and referred to as "the GOSL");
  2. **LANKA ORIX LEASING COMPANY PLC**, a company duly re-registered under the Companies Act no.07 of 2007 and having its registered office at 100/1, Sri Jayewardenepura Mawatha, Rajagiriya. (hereafter referred to as 'LOLC' which shall include the said Sri Lanka Orix Leasing Company PLC and its successors)
  3. **BROWN & COMPANY PLC**, a company duly re-registered under the Companies Act no.07 of 2007 and having its registered office at P.O.Box 200 No.481, T.B.Jaya Mawatha Colombo 10. (hereafter referred to as 'Brown & Co.' which shall include the said Brown & Company PLC and its successors)
- (LOLC and Brown & Co. are hereinafter collectively referred as "the Consortium")

AND

4. **GAL OYA PLANTATIONS (PRIVATE) LIMITED**, a company duly re-registered under the Companies Act no.07 of 2007 and having its registered office at No 481, T.B.Jaya Mawatha Colombo 10. (hereafter referred to as 'the Company').

WITNESSETH AS FOLLOWS;

WHEREAS the GOSL has decided through its participation in the Company to proceed with the revitalization of Hingurana Sugar Industries Limited ("HSIL") for the revival of the sugar factory at HSIL for the production of sugar, alcohol, ethanol (e-diesel), to ensure that sugar cane shall be purchased as per pricing formula linked to the prevailing Domestic Industry Average and to maintain the existing irrigation infrastructure to sustain the existing areas of cultivation and to generate electricity as a by product;

WHEREAS as per the approval granted by the Cabinet of Ministers on 25<sup>th</sup> April, 2007 to a Note to Cabinet No 07/0535/334/006 dated 30<sup>th</sup> March, 2007 submitted by the Minister of Enterprise Development and Investment Promotion, annexed hereto as

Annex A and Annex B respectively (hereinafter referred to as "the Approval"), GOPL was authorized to enter into a Management Agreement with the MANAGEMENT COMPANY, which is wholly owned by Lanka Orix Leasing Company PLC (hereinafter referred to as "LOLC") and Brown & Company PLC (hereinafter referred to as "Brown & Co.");

WHEREAS as per the approval granted by the Cabinet of Ministers on 18<sup>th</sup> March, 2009 to a Cabinet Paper No 09/0398/329/003 dated 06<sup>th</sup> March, 2009 submitted by the Minister of Supplementary Plantation Crops Development annexed hereto as Annex C and Annex D respectively, the Secretary to the Treasury was authorized to enter into a Shareholders Agreement on behalf of the Government of Sri Lanka and the Consortium, which is wholly owned by Lanka Orix Leasing Company PLC (hereinafter referred to as "LOLC") and Brown & Company PLC (hereinafter referred to as "Brown & Co.") and the COMPANY;

WHEREAS The GOSL and the Consortium intend to make an investment of fifty one percent (51%) and forty nine percent (49%) respectively of the Shares of the Company, and the Parties agree that the following shall govern the relationship between themselves.

IT IS HEREBY AGREED AS FOLLOWS:

#### ARTICLE 1 INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, GOSL, the Consortium and the Company shall bear the respective meanings assigned to those expressions at the beginning of this Agreement and shall include their respective successors in title.

"Articles" means the Articles of Association of the Company as in effect on the date of this Agreement and as may be amended or supplemented from time to time;

"Applicable Law" means the law of the Democratic Socialist Republic of Sri Lanka;

"Board" means the Board of Directors for the time being of the Company;

"Business" means the revitalization of HSIL for the revival of the sugar factory of HSIL for the production of sugar, alcohol, ethanol (e-diesel), ensuring that the sugar cane shall be purchased as per a pricing formula linked to the prevailing Domestic Industry Average and maintaining the existing irrigation infrastructure to sustain the existing areas of cultivation and generation of electricity as a by product;

"Bankruptcy Event" means in relation to any legal person, the insolvency, liquidation, amalgamation, reconstruction, reorganization, bankruptcy, administration, receivership or dissolution of that person (other than a solvent liquidation, solvent amalgamation, solvent reconstruction or solvent reorganization) and any equivalent or analogous proceeding by whatever name known;

"Business Plan" means the business plan annexed hereto as Annexure E which has been approved by the Cabinet of Ministers on 12<sup>th</sup> August 2009, the relevant Cabinet Memorandum No 09/1435/329/003-I dated 31<sup>st</sup> July 2009 is annexed hereto marked Annexure F and Annexure G respectively;

"Director" means each Director of the Company from time to time;

"Domestic Industry Average" means the prevailing average purchasing price of sugar cane by Pelwatte Sugar Industries Ltd and Sevanagala Sugar Industries Ltd, until such time as the Sugar Research Institute implements a pricing formula for the sugar industry, which will thereafter be applicable;

"Effective date" means the date referred to in Article 22;

"Encumbrance" means any lease, mortgage, charge, pledge, lien or any other security interest, whether legal or equitable and whether contingent or otherwise;

"Management Fee" means the meaning assigned to it in the Management Agreement;

"Premises" means the immovable properties leased to GOPL in terms of this Agreement and described in Schedule I of this Agreement

"Shares" shall mean shares of the Company;

"Shareholders" shall mean the Consortium and GOSL, and their successors in title;

"The Parties" shall mean the Shareholders, the Company and its successors in title.

1.2 In this Agreement the singular includes the plural and vice versa.

## ARTICLE 2 OPERATIONS OF THE COMPANY

2.1 The Parties agree that the Business shall be conducted in the best interests of the Company on sound commercial profit making principles so as to generate the maximum achievable maintainable profits available for distribution and otherwise in accordance with the general principles set out in the Business Plan and annual budget, as varied from time to time by agreement in writing by the Shareholders.


- 2.2 There shall be appointed a Chief Executive Officer who shall act at all times under the direction and control of the Board and shall be answerable to the Board.

### ARTICLE 3 COMPOSITION OF THE BOARD

- 3.1 The Board shall consist of not less than five (5) and not more than nine (9) Directors.
- 3.2 Subject to Applicable Law relating to qualifications of Directors and subject to the provisions of paragraph 3.3, the GOSL shall be entitled to nominate five (5) Directors to the Board, one (1) of whom shall be the Chairman of the Company. The Consortium shall be entitled to nominate four (4) Directors to the Board.
- 3.3 The right of each Shareholder to nominate Directors as aforesaid shall exist only as long as they maintain their initial shareholdings in the Company. Where a Shareholder ceases to maintain its initial shareholding in the Company, all Directors nominated by the said Shareholder shall cease to be a Director of the Company from the date on which the Shareholder ceases to maintain its initial shareholding in the Company.
- 3.4 None of the Directors shall be subject to retirement by rotation. Each Director shall be entitled to serve until removed by the Shareholder appointing him or is disqualified in terms of the Applicable Law.
- The Shareholder nominating a Director may by a writing addressed to the Company remove any Director nominated by such Shareholder, without assigning any reason therefor.
- 3.6 Each Shareholder may nominate an alternate for a Director nominated by the Shareholder in accordance with the Articles.
- 3.7 Whenever for any reason a person ceases to be a Director, other than due to a Shareholder ceasing to maintain its initial shareholding, the Shareholder that nominated such Director shall be entitled to nominate a replacement in such Director's place forthwith.

### ARTICLE 4 BOARD MEETINGS

- 4.1 The Board shall meet at least once (1) every month.
- 4.2 The quorum for the transaction of business at any meeting of the Board shall consist of at least five (5) Directors, three (3) of whom shall be Directors



nominated by the GOSL and two (2) shall be Directors nominated by the Consortium.

- 4.3 If any meeting of the Board has not been held owing to the absence of a quorum then the Party any of whose appointed Directors were present shall be entitled to require the convening of an adjourned meeting of the Board within seven (7) days of the adjourned meeting and any matter on the agenda of such adjourned meeting may be dealt with at such subsequent adjourned meeting by a quorum consisting of at least three (3) Directors, two (2) of whom shall be Directors nominated by the GOSL and one (1) shall be a Director nominated by the Consortium.
- 4.4 Unless waived in writing by the Directors, not less than fourteen (14) days written notice shall be given of each meeting of the Board accompanied by a written agenda and no resolution shall be passed at such meeting in relation to any matter which has not been included in such agenda.

#### ARTICLE 5 MANAGEMENT OF THE COMPANY

- 5.1 The Company shall enter into a Management Agreement ("Management Agreement") with Galoya Holdings Private Ltd a Company which is wholly owned by the Consortium (hereafter referred to as the "Management Company"), whereby right to manage the activities of GOPL relating to the Business shall be given to the Management Company. The Management Agreement shall be for a period of ten (10) years and may be extended on terms to be mutually agreed.

#### ARTICLE 6 MUTUAL OBLIGATIONS OF THE PARTIES

- 6.1 Each Party agrees:-
- 6.1.1 to amend the Articles to ensure its strict conformity with the provisions of this Agreement;
- 6.1.2 to use its best endeavours to maximise the Company's profits including, making reasonable efforts to make available to the Company appropriate business opportunities and all information relating thereto;
- 6.1.3 to use all means available to that Party (including the voting power) in order to ensure that the Company and any Director (or any alternate to that Director) shall implement the provisions of this Agreement relating to the Company.
- 6.1.4 to ensure that the Company maintains and observes the terms of all requisite consents, licenses, approvals, concessions and other authorizations granted to

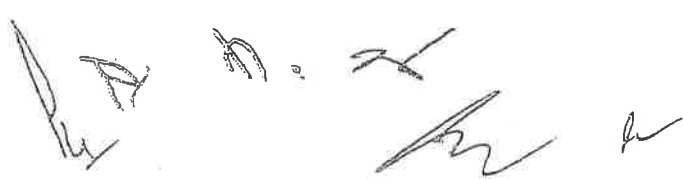
 5

the Company from time to time and to comply with the laws and regulations to which it is subject to.

- 6.1.5 that upon a written request made by a Shareholder or any Director duly authorized in writing by the Shareholder that nominated him as a Director, such Shareholder or Director may at the requester's expense be permitted to discuss the affairs, finances and accounts of the Company with the officers, duly authorized representatives and other principal executives of the Company. All books, records, accounts, documents and vouchers relating to the business and the affairs of the Company shall at such time be open to the inspection of any such Shareholder / Director, who may make such copies thereof or extracts there from as such Shareholder/Director may deem appropriate. Any information secured as a consequence of such discussion and examination shall be kept strictly confidential by the requesting Party and the Director designated by such Shareholder.

#### ARTICLE 7 SPECIFIC OBLIGATIONS OF PARTIES

- 7.1 GOSL agrees that it shall:
- 7.1.1 take all reasonable steps to ensure that the movable properties of Hingurana Sugar Industries Limited ("HSIL") described in Schedule II be transferred outright to the Company on a valuation to be determined by the Chief Government Valuer in accordance with the relevant laws, rules, regulations and orders.
  - 7.1.2 take all reasonable steps to ensure that the immovable properties of HSIL as described in Schedule I be leased out to the Company for a period of Thirty years on a valuation to be determined by the Chief Government Valuer in accordance with the relevant laws, rules, regulations and orders;
  - 7.1.3 transfer all existing operating licenses and approvals of HSIL to the Company for the production, storage and sale of e diesel, sugar and alcohol;
  - 7.1.4 take all reasonable steps to ensure that the Company enters into a Management Agreement with the Management Company whereby the right to manage the activities of GOPL relating to the Business shall be given to the Management Company. GOSL Further agrees that it shall not support any resolution to cancel, suspend or terminate such Management Agreement, except in accordance with Applicable Law, the provisions of this Agreement or the Management Agreement;
  - 7.1.5 not, directly or indirectly, take any steps or measures to dilute the voting rights pertaining to the Shares held by the Consortium.
- 7.2 LOLC and Brown & Co. agree that they shall:





- 7.2.1 hold between them, all the shares of the Management Company during the term of the Management Agreement;
- 7.2.2 not, directly or indirectly, sell, transfer, assign or create any Encumbrance on any of its shares or its beneficial interest therein or voting rights in respect of their shares in the Management Company;
- 7.2.3 not support any resolution to create any Encumbrance over the movable property transferred to the Company in terms of Article 7.1.1 above;
- 7.2.4 not support any resolution to create any Encumbrance over the leasehold rights to the land belonging to the HSIL which are leased to the Company in terms of Article 7.1.2 above;
- 7.2.5 not, directly or indirectly, take any steps or measures to dilute the voting rights pertaining to the Shares held by the GOSL.
- 7.2.6 Appoint a person nominated by the GOSL, as a Director of the Management Company. The person so appointed shall continue to be a Director of the Management Company for the duration of the Term unless removed upon a written request made by the GOSL. The GOSL shall be then entitled to nominate another person to be appointed as a Director of the Management Company, who shall then be appointed as a Director of the Management Company.
- 7.3 Subject to Article 7.3 of the Management Agreement, the Company agrees that it shall not pay any Management Fee to the Management Company unless dividends is paid on it's after tax annual profit.

#### ARTICLE 8 COMPANY APPOINTMENTS

- 8.1 Unless otherwise agreed in writing between the Parties:
- (a) the first auditors of the company shall be **Amarasekera & Co Chartered Accountants.**
  - (b) the first secretary of the Company shall be **Standard Finance Pvt Ltd.**
  - (c) the first bankers of the Company shall be **Bank of Ceylon, Sri Lanka.**
  - (d) unless otherwise agreed in writing between the Parties, the registered office shall be at **481 T. B. Jayah Mawatha, Colombo 10.**

#### ARTICLE 9 LIMITATIONS ON LIENS ON SHARES

- 9.1 No Party shall, except with prior written consent of the others, create or permit to subsist any Encumbrance in, all or any of the Shares held by it (otherwise



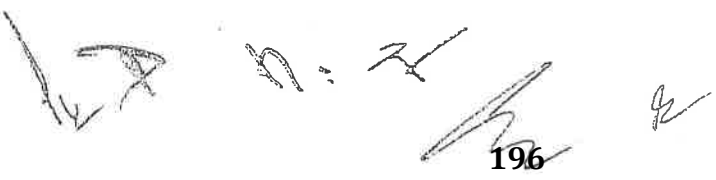
than by a transfer of such share in accordance with the provisions of this Agreement).

**ARTICLE 10  
RESTRICTED MATTERS**

10.1 While this Agreement remains in force, the following matters shall not be engaged in or done by and on behalf of the Company without the prior approval of all Shareholders (as long as each Shareholder maintains its initial shareholding in the Company):

- (i) the general nature of the business of the Company shall not be changed from that described in recital above;
- (ii) no alternation shall be made in the Articles or the rights attaching to any class of shares therein;
- (iii) the Company shall not:
  - a) acquire, whether by formation or otherwise, any subsidiary;
  - b) sell, transfer, lease, license or in any way dispose of all or a material part of its business, undertaking or assets, whether by a single transaction or series of transactions related or not (otherwise than in the ordinary course of the Company's business);
  - c) make any loan advance or otherwise give credit (other than credit given in the normal course of the Company's business or for the provision of facilities to the employees of the Company) to any person;
  - d) give any guarantee, bond or indemnity in respect of or to secure the liabilities or obligations of any person;
  - e) create or issue any debenture, mortgage, charge or other security over any assets of the Company;
  - f) change the auditors of the Company or effect any significant change in the accounting principles and practices for the time being adopted by the Company.

10.2 The Parties shall endeavor to ensure that the Company shall be operated in a manner that would make it self financing. Accordingly, all monies required for the operation and management of the Company shall be provided by the cash flow of the Company and borrowing facilities that may be obtained by the Company without recourse to guarantees from the Shareholders.



**ARTICLE 11**  
**SHAREHOLDINGS AND TRANSFER OF SHARES**

**11.1 Shareholdings**

11.1.1 Immediately upon the transfer of the movable property under Article 7.1.1 above and the grant of the leasehold rights to the immovable property under Article 7.1.2 above to the Company, the Company shall cause to be issued to GOSL in consideration therefore, 51% of the Shares of the Company. The value of the said 51% Shares of the Company shall be the aggregate of (a) the current market value of movable property transferred under Article 7.1.1 above as determined by the Chief Government Valuer in accordance with the relevant laws, rules, regulations and orders, and (b) the Net Present Value of 30 years future lease rentals payable for the immovable property granted on lease to the Company under Article 7.1.2 above as determined by the Chief Government Valuer in accordance with the relevant laws, rules, regulations and orders.

11.1.2 Immediately following the issue of Shares to GOSL in terms of Article 11.1.1 above, the Consortium shall be allotted such number of Shares of the Company as is required to constitute 49% of the issued Shares of the Company and the Consortium shall make immediate payment for the proportionate consideration therefore in money.

**11.2 Transfer of Shares by the Consortium**

11.2.1 Subject to the provisions of Article 11.2.2, the Consortium shall not, directly or indirectly, sell, transfer, assign or create any Encumbrance on any of its Shares or its beneficial interest therein or voting rights in respect thereof.

11.2.2 Notwithstanding, the generality of the foregoing and subject to Article 11.4, the Consortium may sell, transfer, assign or create any Encumbrance on any of its Shares or beneficial interest therein with the prior written consent of the GOSL, which consent shall not be unreasonably withheld.

**11.3 Transfer of Shares by the GOSL**

11.3.1 Subject to the provisions of Article 11.3.2, the GOSL shall not, directly or indirectly, sell, transfer, assign or create any Encumbrance on any of its Shares or its beneficial interest therein or voting rights in respect thereof.

11.3.2 Notwithstanding, the generality of the foregoing and subject to Article 11.4, the GOSL may sell, transfer, assign or create any Encumbrance on any of its Shares or beneficial interest therein with the prior written consent of the Consortium, which consent shall not be unreasonably withheld.

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11.4 Right of First Refusal

- 11.4.1 Any Transfer of Shares by the Consortium or the GOSL shall be made only after compliance with the provisions of this Article 11.4. The Company shall not register any transfer made in violation of this Article 11.4.
- 11.4.2 In the event that any Shareholder (hereinafter the "Selling Shareholder") wishes to dispose of all or part of its Shares, it shall first offer such Shares in writing indicating clearly the price at which the Selling Shareholder wishes to dispose of such Shares, to the other Shareholder who is a Party hereto (hereinafter the "Remaining Shareholder") who shall be entitled to purchase such Shares at the price specified by the Selling Shareholder. The Remaining Shareholder may within 42 days ("Offer Term") of such written offer being made by the Selling Shareholder accept the same unconditionally. In the event the Remaining Shareholder fails to accept the offer as aforesaid before the expiry of the Offer Term or on the earlier written rejection of the offer by the Remaining Shareholder, the Selling Shareholder shall be free to sell or otherwise dispose of their Shares to any third party, provided that the sale shall not be on terms more favorable than that offered to the Remaining Shareholder and that the sale is completed within three (3) months of the rejection or failure to accept the offer by the Remaining Shareholder.
- 11.4.3 In the event that the Remaining Shareholder accepts the offer in the manner set out in Article 11.4.2 above, the sale of the Shares shall be completed within 14 working days of acceptance of the offer with the Selling Shareholder making available to the Remaining Shareholder, duly executed transfer forms and the original Share certificates in respect of the Shares sold and the Remaining Shareholder making full payment for the Shares by Banker's Draft or other method agreed to by the Selling Shareholder. The Parties hereto agree to take all relevant steps to ensure the transfer and registration of Shares in terms of such sale.

ARTICLE 12  
CONFIDENTIALITY

- 12.1 Each of the Parties shall at all times use its best Endeavour's to keep confidential any information collected, procured or received pursuant to Article 6.1.4 and any confidential information which it or they may acquire in relation to the Company or in relation to the clients, business or affairs of every other Party or of the Company and shall not use or disclose such information except
- (i) With the written consent of every other Party to whom the information relates and of the Company;
  - (ii) in accordance with any Applicable Law or the order of a court of competent jurisdiction;



(iii) in the case of information relating to the Company or, in the case of information relating to the Company for the advancement of the business of the Company.

12.2 The obligations of each of the Parties contained in herein shall continue without limit in point of time but shall cease to apply to any information coming into the public domain without any breach of the provisions hereof provided always that nothing contained herein shall prevent any Party from disclosing any such information to the extent required in or in connection with legal action or proceedings arising out of this agreement or any matter relating to or in connection with the Company.

### ARTICLE 13 SUPREMACY AND GENERAL COVENANTS

13.1 If any provisions of the Articles at any time conflict with any of the provisions of this Agreement, the provisions of this Agreement shall prevail between the Parties and the Parties shall exercise all voting and other rights and powers available to them to procure the alteration of the Articles to the extent necessary to permit the Company and its affairs to be carried out as provided in this Agreement. For the avoidance of doubt, the Articles are not to be treated as conflicting with any provision of this Agreement by which the Parties agree to procure that anything be or be not done.

13.2 Each of the Parties shall exercise all voting rights and other powers of control available to them in relation to the Company and their beneficial shareholdings in it so as to procure (so far as each is respectively able by the exercise of those rights and powers) that at all times during the term of this Agreement the provisions concerning the structure and organization of the Company and the regulation by the Parties of its affairs set out in this Agreement are duly observed and given full force and effect and all actions required of the Parties under this Agreement are carried out in a timely manner. Without prejudice to the generality of the foregoing, each Party shall procure that each of the Directors appointed or deemed to be appointed by it shall execute and do all such acts and things and give and confer all such powers and authorities as they would have been required to execute, do, give or confer had they been a Party to this Agreement and had covenanted in the same terms as the Party for which appointed them.

### ARTICLE 14 FORCE MAJEURE

14.1 Either Party shall be excused for non-performance of its obligations under this Agreement if and to the extent that such performance is hindered or prevented (directly or indirectly) by reason of any strike, lockout, labour disturbance, riot, armed conflict, accident, non-availability or breakdown of normal means of transport, Act of God or any other matter whatsoever beyond the reasonable



control of either Party and which such Party is unable to prevent by reasonable foresight or diligence.

- 14.2 Promptly upon the happening of such event and in any event within five (5) days of the occurrence of such event, the affected Party shall notify the other Party of the occurrence of such event and the extent to which the performance of its obligations under this Agreement is hindered or prevented and shall thereupon take all such reasonable measures as necessary to resume such performance as soon as reasonably practicable.

#### ARTICLE 15 AMENDMENT

- 15.1 No provision of this Agreement may be amended, modified, waived, discharged or terminated, otherwise than by the express written agreement of the Parties hereto nor may any breach of any provision of this Agreement be waived or discharged except with the express written consent of the Party/Parties not in breach.

#### ARTICLE 16 ASSIGNMENT

- 16.1 No Party shall assign, transfer, sub-contract or in any other manner make over to any third party, all or any part of the benefit of, or its rights or benefits under, or delegate any of its obligations under, of this Agreement without the prior written consent of the other Parties. Any purported assignment made contrary to the provisions hereof shall be void and of no force or effect, whether in law or equity.
- 16.2 In the event of an assignment made in accordance with the provisions hereof, this Agreement shall be binding upon such successor or assignee and the name of a Party appearing herein shall be deemed to include the name of any such successor or assignee.

#### ARTICLE 17 FURTHER ACTS AND DOCUMENTS

- 17.1 The Parties agree to perform such other acts and deeds and to execute such further agreements, documents and instruments required or necessary to implement the provisions of this Agreement and the transaction contemplated hereunder.

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ARTICLE 18  
DURATION AND TERMINATION

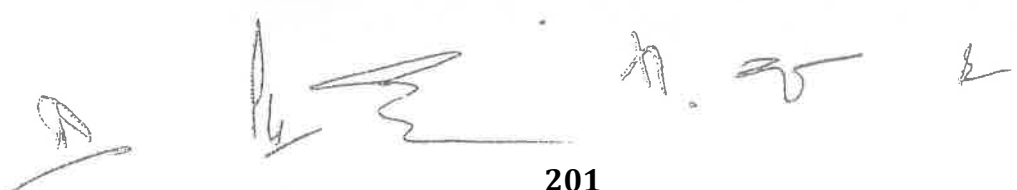
18.1 Term and Termination

18.1.1 This Agreement shall be valid for a period of ten (10) years from the Effective Date and may be extended on terms and conditions to be mutually agreed upon in writing subject to a maximum period of twenty (20) years.

18.2 Termination by the GOSL

18.2.1 The GOSL may terminate this Agreement by issuing a Notice of Termination to the Consortium upon the occurrence of any one of the following events:

- (1) A Bankruptcy Event with respect to LOLC and/or Brown & Co.;
- (2) A Bankruptcy Event with respect to the Management Company;
- (3) A breach by the Consortium of the terms and conditions of this Agreement;
- (4) A breach by the Consortium of the obligations of this Agreement;
- (5) A breach by the Consortium of the provisions of Article 11.2.1 of this Agreement;
- (6) A breach of the obligations of the Consortium under this Agreement (other than a breach of Article 11.2.1), which remains unremedied after 30 days upon written notice to cure such default has been given (or such further period allowed in writing by the GOSL, if the Consortium is diligently pursuing a cure);
- (7) A breach by the Management Company of its obligations under the Management Agreement;
- (8) A breach by the Management Company of the terms and conditions of the Management Agreement;
- (9) If an event of Force Majeure delays the Consortium's or the GOSL's performance hereunder for a time period in excess of one hundred eighty (180) days;
- (10) Where the GOPL does not receive an annual after tax profit which will enable GOPL to make at least a minimum dividend payment to GOSL equal to the Treasury Bill Rate applicable at the beginning of the relevant fiscal year;
- (11) Termination and/or cancellation of the leases pertaining to the Premises.



**18.3 Termination by the Consortium**

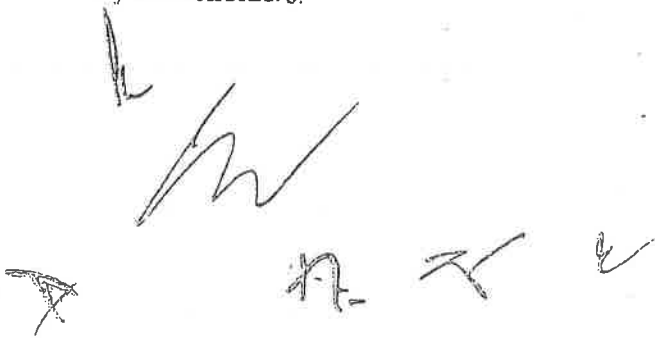
18.3.1 The Consortium may terminate this Agreement by issuing a Notice of Termination to GOSL upon the occurrence of any of the following events:

- (1) A breach by the GOSL of the terms and conditions of this Agreement;
- (2) A breach by the GOSL of the obligations of this Agreement;
- (3) A breach by the GOSL of the provisions of Article 11.3.1 of this Agreement;
- (4) A breach of the obligations of the GOSL under this Agreement (other than a breach of Article 11.3.1), which remains unremedied after 30 days upon written notice to cure such default has been given (or such further period allowed in writing by the Consortium, if GOSL is diligently pursuing a cure);
- (5) If an event of Force Majeure delays the Consortium's or the GOSL's performance hereunder for a time period in excess of one hundred eighty (180) days.

**18.4 Effect of Termination**

18.4.1 This Agreement shall terminate under Article 18.2 or 18.3 on the date occurring seven (07) days after the date the Notice of Termination by the applicable Party is received by the other Party. Upon the termination of this Agreement pursuant to Article 18.2 or 18.3, this Agreement shall cease to be in force and effect and the obligations of the Parties hereunder shall cease and terminate. Notwithstanding any termination of this Agreement, any obligations of the Parties that have accrued but are unperformed as of the date of termination shall survive and continue in force and effect.

18.4.2 In connection with the termination of this Agreement, the Parties shall promptly take all necessary and appropriate corporate actions in order to amend the Articles to eliminate any rights contained therein with respect to the rights of the GOSL or the Consortium to nominate Directors, to be included for the purposes of satisfaction of quorum requirements with respect to meetings of the Board or Shareholders and to consent to decisions or actions by Shareholders.

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**ARTICLE 19  
EXERCISE OF RIGHTS**

- 19.1 The GOSL and the Consortium shall exercise their rights and perform their obligations under this Agreement in accordance with the Applicable Law.

**ARTICLE 20  
NOTICE**

- 20.1 Any notice to be given by any Party to this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by fax or by registered post to the addressee at the address or (as the case may be) or fax number of that Party set opposite its name below;

<u>If to GOSL</u> The Secretary to the Treasury, General Treasury, Colombo 1. Fax: 2433349	<u>If to Brown &amp; Co.</u> No.481, T.B.Jaya Mawatha, Colombo 10. Fax: 2698489 / 2692582
<u>If to GOPL</u> No.481, T.B.Jaya Mawatha, Colombo 10. Fax: 2698489 / 2692582	<u>If to LOLC</u> 100/1, Sri Jayewardenepura Mawatha, Rajagiriya. Fax: 2865602

or at any other address (or telephone number or fax number or email) the Party to be served may have notified (in accordance with the provisions of this clause) for the purposes of this agreement.

- 20.2 Any notice sent by fax shall be deemed served when dispatched and any notice served by prepaid registered post shall be deemed served Forty Eight (48) hours after posting to an address. In proving the service of any notice it will be sufficient to prove, in the case of a letter, that the letter was properly stamped, addressed and placed in the post or delivered or left at the current address if delivered personally and, in the case of a fax that the fax was duly dispatched to the fax number of the addressee given above or subsequently notified for the purposes of this Agreement by a confirmation slip confirming such dispatch.

**ARTICLE 21  
GENERAL PROVISIONS**

- 21.1 Each of the Parties shall procure that it shall be a condition of the sale, transfer or other disposition of any Shares for the time being legally or beneficially owned by it, or of any interest in them, in favour of any person ('the Transferee') who is not a Party to this Agreement that the sale, transfer or other disposition (being one which is otherwise permitted under or pursuant to the provisions of Article 11 above) shall not be effected unless the Transferee (and any other person who will in consequence of the transfer or other disposal have any beneficial interest in the shares concerned) shall first enter



into an undertaking with all other persons who are for the time being bound by this Agreement and will remain so after the sale, transfer or other disposition, whereby the Transferee agrees to be bound and to comply with all the provisions of this Agreement binding upon his transferor. The Parties shall also procure that no shares of the Company shall be issued except upon the condition that the person to whom the shares are to be issued and any person, who will, following the issue, have any beneficial interest in the shares issued, shall also enter into such an undertaking.


- 21.2 The other successors to the Parties to this Agreement, together with each person entering into an undertaking in the form required by Article 21.1 shall automatically become entitled to the benefit of this Agreement as if it was named in it in place of the Party who originally held the shares in which it is interested and all references to a Party to this Agreement or 'the parties' or any similar expression shall from such date be construed accordingly.
- 21.3 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in any Party under or in pursuant to this Agreement shall constitute a waiver by that Party of that or any other right power or remedy.
- 21.4 Each Party shall bear its own costs of or in connection with the preparation and execution of this agreement.
- 21.5 This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original, but the counterparts or duplicates shall together constitute one and the same agreement.
- 21.6 Time shall be of the essence for the purposes of any provision of this Agreement.

#### ARTICLE 22 EFFECTIVE DATE

- 22.1 Subject to the provisions hereof this Agreement shall take effect and be binding upon the Parties from the date on which the last of the Parties hereto places its signature to this Agreement.

#### ARTICLE 23 AGREEMENTS TO BIND THE COMPANY

- 23.1 Immediately after signing this Agreement, the Company shall adopt and become bound by the Agreement and the provisions of this Agreement shall supersede the provisions of the Articles of Association until such time the Articles of Association is amended with the provision of the Agreement.



ARTICLE 24  
AUTHORIZATION

- 24.1 The Parties hereby confirm, declare and warrant that the signatories to this Agreement are duly authorized by the respective Parties hereto and have full power and authority to sign and execute these presents.

ARTICLE 25  
ENTIRE AGREEMENT

- 25.1 This Agreement constitutes the whole and only agreement between the Parties relating to the ownership and voting by the GOSL and the Consortium of the shares and the conduct of the management of the Company and supersedes and extinguishes and prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating hereto.
- 25.2 Each Party acknowledges that in entering into this Agreement, it is not relying upon any representation, warranty, promise or assurance made or given by any other party or any other person, whether or not in writing, at any time prior to the execution of this Agreement which is not expressly set out herein.

ARTICLE 26  
NO PARTNERSHIP

- 26.1 Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, the Parties as a partnership, association, joint venture or other co-operative entity.


ARTICLE 27  
CHOICE OF LAW

- 27.1 This Agreement shall be governed by and construed in accordance with the Applicable Law.



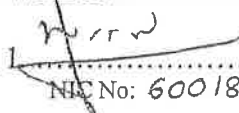
IN WITNESS WHEREOF the said Parties have placed their hands and respective Common Seals hereunto and to three others of the same tenor on the date as these presents.

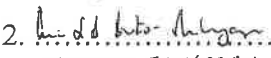
Name: Sumith Abeysinghe

  
S. ABEYSINGHE  
Secretary

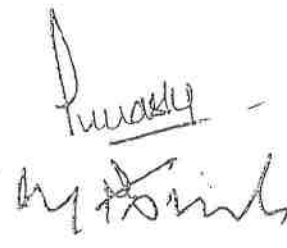
SECRETARY TO THE TREASURY ACTING FOR AND ON BEHALF OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
Colombo-01.

Witnesses


1.  - B.M.S. Batagoda  
NIC No: 600182684V


2.  - A.L.B.B. Mutunayagam  
NIC No: 541652813 V

The Common seal of Brown & Company PLC is hereto affixed in the presence of N.M. Prakash and A.L. Devasurendra two Directors of the Company at Colombo on this ..28<sup>th</sup>.. day of August 2009



Witnesses


1.  - Nayantha Debechitra  
NIC No: 675830277V

2.  - T.M. Hugh De Silva  
NIC No: 501682813 V

The Common seal of Lanka Orix Leasing Company PLC is hereto affixed in the presence of K. Jayawardena and I.C. Nanayakkara two Directors of the Company at Colombo on this ..28<sup>th</sup>.. day of August 2009




Witnesses


1.  - B.C.G. de Zylva  
NIC No: 580250432V

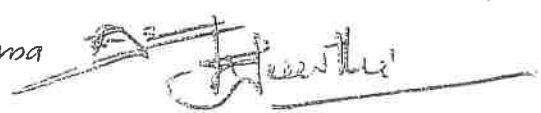
2.  - C. Solochana Emmanuel  
NIC No: 636053422V

The Common seal of Gal Oya Plantations (Private) Limited is hereto affixed in the presence of H.A.N.S. Kumara and Lalith Gamage two Directors of the Company at Colombo on this ..28<sup>th</sup>.. day of August 2009

Witnesses

1.  - A.N.T.K. Adikavama  
NIC No: 713500976V

2.  - P.A.S.A. Kumara  
NIC No: 653383339V





அரசு வியாபார திணைக்களம்  
Department of Public Enterprises

මහා භාණ්ඩාගාරය, මුදල් හා මුළු කම්පාදන අමාත්‍යාංශය, කොළඹ 01, ශ්‍රී ලංකාව.  
பொதுத் திறைச்சேரி, நிதி, திட்டமிடல் அமைச்சு, கொழும்பு 1, இலங்கை.

Web Site : www.treasury.gov.lk

General Treasury, Ministry of Finance & Planning, Colombo 01, Sri Lanka.

මගේ අංකය }  
எனது இல. }  
My Number }

PE/PL/GOP/GEN/2014

ඔබේ අංකය }  
உமது இல. }  
Your Number }

දිනය }  
திகதி } 25.06.2014  
Date }

Chairman  
Lanka Orix Leasing Company PLC  
No.100/1 Sri Jayawardanapura Mawatha  
Rajagiriya

Chairman  
Brown & Company PLC  
No. 481, T.B. Jaya Mawatha  
Colombo 10

Dear Sir,

- a) Extension of Shareholders' Agreement between the Government of Sri Lanka and Lanka Orix Leasing Company PLC and Brown & Company and Gal-Oya Plantations (Pvt) Ltd.
- b) Transfer 41% of ownership (GOSL) of Gal-Oya Plantations (Pvt) Ltd to Lanka Sugar Company (Pvt) Ltd.

This has reference to the letter dated 7<sup>th</sup> May 2014 by Mr. Gamini Ratnayake Chief Executive Officer, Gal-Oya Plantations (Pvt) Ltd on the subject (a) above.

In terms of Article 18.1.1 of the Shareholders' Agreement, concurrence of Ministry Of Finance & Planning has been granted to extend the term of the said Agreement by a further period of 10 years from 28<sup>th</sup> August 2019 to 27<sup>th</sup> August 2029. Please note that all other terms and conditions of this Agreement shall continue to be in force during the extended term.

With respect to subject (b) above, a decision was taken at the Meeting held at the Ministry of Sugar Industry Development with the Minister, Secretary to the Treasury & other officers on 09.05.2014 to transfer 41% of GOSL shares of Gal-Oya Plantations (Pvt) Ltd to Lanka Sugar Company (Pvt) Ltd. While GOSL will continue to hold 10% as the Golden Shareholder.

In accordance with article 11.3.2 of the Shareholders' Agreement prior written consent of the Consortium is required to proceed with the share transfer. Therefore it would be appreciated if your written consent is provided to effect the above transfer.

Yours faithfully

K.M.A.N. Daulagala  
Director General

True Copy  
*[Handwritten Signature]*

- Cc: 1. Secretary, Ministry of Sugar Industry Development
- 2. Chief Executive Officer, Gal-Oya plantations (Pvt) Ltd.

*[Handwritten Signature]*

MANAGEMENT AGREEMENT

This Management Agreement is dated 26 the day of April 2010 (this "Agreement") and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka between

GAL OYA PLANTATIONS (PRIVATE) LIMITED, a company duly re-registered under the Companies Act No.07 of 2007 and having its registered office at No.481, T.B.Jaya Mawatha, Colombo 10. (hereinafter referred to as "GOPL" and which shall include the said Gal Oya Plantations (Private) Limited and its successors).

AND

Gal Oya Holdings PLC a Duly incorporated under the Companies Act no. 07 of 2007 and having its registered office at no. 438 Havelock Road, Colombo 05 (hereinafter referred to as the "MANAGEMENT COMPANY" and which shall include the said Gal Oya Holdings PLC and its successors)

(The said GOPL and the MANAGEMENT COMPANY are hereinafter collectively referred to as the 'Parties')

WHEREAS the Government of Sri Lanka ("GOSL") has decided, through its participation in GOPL, to proceed with the revitalization of Hingurana Sugar Industries Limited ("HSIL") for the revival of the sugar factory of HSIL for the production of sugar, alcohol, ethanol (e-diesel); to ensure that the sugar cane shall be purchased as per a pricing formula linked to the prevailing Domestic Industry Average and to maintain the existing irrigation infrastructure to sustain the existing areas of cultivation and to generate electricity as a by product;

WHEREAS as per the approval granted by the Cabinet of Ministers on 25<sup>th</sup> April 2007 to a Note to Cabinet dated 30<sup>th</sup> March 2007 submitted by the Minister of Enterprise Development and Investment Promotion dated 30<sup>th</sup> March 2007, annexed hereto as Annex A and Annex B respectively (hereinafter referred to as "the Approval"), GOPL was authorized to enter into a Management Agreement with the MANAGEMENT COMPANY, which is wholly owned by Lanka Orix Leasing Company Limited (hereinafter referred to as "LOLC") and Brown & Company Limited (hereinafter referred to as "Brown & Co.");

And in accordance with the Approval and the Board decision dated 28<sup>th</sup> February 2008, annexed hereto as Annex C, taken by GOPL, GOPL hereby grants the MANAGEMENT COMPANY the right to manage the activities of GOPL relating to the revitalization of HSIL for the revival of the sugar factory of HSIL for the production of sugar, alcohol, ethanol (e-diesel); to ensure that the sugar cane shall be purchased as per a pricing formula linked to the prevailing Domestic Industry Average and to maintain the existing irrigation infrastructure to sustain the existing areas of cultivation and to generate electricity as a by product on the terms and conditions set out hereinafter.

## ARTICLE I

### INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, GOSL, GOPL and the MANAGEMENT COMPANY shall bear the respective meanings assigned to those expressions at the beginning of this Agreement and shall include their respective successors in title.

“Applicable Law” means the law of the Democratic Socialist Republic of Sri Lanka;

“Board” means the Board of Directors for the time being of the GOPL;

“Business” means the revitalization of HSIL for the revival of the sugar factory of HSIL for the production of sugar, alcohol, ethanol (e-diesel), ensuring that the sugar cane shall be purchased as per a pricing formula linked to the prevailing Domestic Industry Average and maintaining the existing irrigation infrastructure to sustain the existing areas of cultivation and generation of electricity as a by product;

“Business Plan” means the business plan annexed hereto as Annexure D which has been approved by the Cabinet of Ministers on 12<sup>th</sup> August 2009, the relevant Cabinet Memorandum No 09/1435/329/003-I dated 31<sup>st</sup> July 2009 is annexed hereto marked Annexure E and Annexure F respectively;

“Bankruptcy Event” means in relation to any legal person, the insolvency, liquidation, amalgamation, reconstruction, reorganization, bankruptcy, administration, receivership or dissolution of that person (other than a solvent liquidation, solvent amalgamation, solvent reconstruction or solvent reorganization) and any equivalent or analogous proceeding by whatever name known;

“Capital Expenditure” means the amount spent to acquire or upgrade productive assets to increase the capacity or efficiency of the Business but does not include any amount spent prior to entering into force of this Agreement;

“Domestic Industry Average” means the prevailing average purchasing price of sugar cane by Pelwatte Sugar Industries Ltd and Sevanagala Sugar Industries Ltd, until such time as the Sugar Research Institute implements a pricing formula for the sugar industry, which will thereafter be applicable;

“Encumbrance” means any lease, mortgage, charge, pledge, lien or any other security interest, whether legal or equitable and whether contingent or otherwise;

“Investment Plan” means the investment plan annexed hereto as Annexure G which has been approved by the Cabinet of the Ministers, the Cabinet Memorandum and the Decision thereon is annexed hereto marked Annexure H and I respectively.



“Operating Expenses” means the expenses incurred in carrying out the day to day Business;

“Premises” means the immovable property leased to GOPL in terms of the Shareholders Agreement;

“Shareholders Agreement” means the Shareholders Agreement relating to GOPL signed between the GOSL, GOPL, LOLC and Brown & Co.

“The Parties” shall mean the GOSL, GOPL and the MANAGEMENT COMPANY and its successors in title.

1.2 In this Agreement the singular includes the plural and vice versa.

ARTICLE 2

TERM OF THE AGREEMENT

2.1 This Agreement shall commence on.....and shall be operative for a period of ten (10) years (hereinafter referred to as “the Term”) unless otherwise terminated. It may be extended on terms and conditions to be mutually agreed upon in writing by the Parties.

ARTICLE 3

APPOINTMENT OF THE MANAGEMENT COMPANY

3.1 As per the Approval and the Board decision dated 28<sup>th</sup> February 2008 taken by GOPL, GOPL is authorized to enter, and accordingly grants the MANAGEMENT COMPANY the right to manage the activities of GOPL relating to the Business and the MANAGEMENT COMPANY hereby accepts the appointment, under the terms and conditions contained in this Agreement.

ARTICLE 4

OBLIGATIONS OF THE MANAGEMENT COMPANY

4.1 The MANAGEMENT COMPANY shall;  
(a) On or before the 31<sup>st</sup> January of each year, submit to GOPL the annual budget which shall set out in detail;

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- (473)
- i. the Operating Expenses of the Business including all necessary operational, technical and administrative costs;
  - ii. the forecasted level of the production of sugar, alcohol, ethanol (e-diesel) and electricity; and
  - iii. the expenses necessary for all Capital Expenditure.
- (b) Revitalize and maximize the production of sugar, alcohol, ethanol (e-diesel) in accordance with the levels forecasted in the annual budget;
  - (c) Ensure that the production of sugar, alcohol and ethanol (e-diesel) is begun on a commercial basis within a period of two years from the date on which the immovable property is leased to GOPL in terms of the Shareholders Agreement;
  - (d) Ensure that the sugar cane is purchased as per a pricing formula linked to the prevailing Domestic Industry Average.
  - (e) Maintain the existing irrigation infrastructure to sustain the existing areas of cultivation;
  - (f) Manage the Business of GOPL, including the accounting, legal (excluding any legal matters arising from or in relation to this Agreement or the Shareholders Agreement), secretarial and administration of the same during the Term and shall exercise the necessary degree of professional skill, in a manner that will further and protect the Business and growth of GOPL;
  - (g) Ensure that GOPL shall, as at the end of each fiscal year, receive an after tax annual profit which will enable GOPL to make at least a minimum dividend payment equal to the Treasury Bill Rate applicable at the beginning of the relevant fiscal year to GOSL;
  - (h) Employ on behalf of GOPL any competent personnel as and when required for the operation and management of the Business provided that in employing personnel at executive or management level, it shall be mandatory to obtain the written approval of the Board;
  - (i) Actively identify potential areas of business opportunities that may be exploited by GOPL within and outside Sri Lanka;
  - (j) Formulate the overall policies with respect to corporate governance, operational controls and financial management of the Business with the written approval of the Board;

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- (k) Appoint a person nominated by the GOSL, as a Director of the MANAGEMENT COMPANY. The person so appointed shall continue to be a Director of the MANAGEMENT COMPANY for the duration of the Term unless removed upon a written request made by the GOSL. The GOSL shall be then entitled to nominate another person to be appointed as a Director of the MANAGEMENT COMPANY, who shall then be appointed as a Director of the MANAGEMENT COMPANY.

- 4.2 For the avoidance of any doubt, Parties expressly agree that the MANAGEMENT COMPANY shall not create any Encumbrance over immovable property belonging to GOSL, GOPL or HSIL.

## ARTICLE 5

### OBLIGATIONS OF GOPL

5.1 GOPL shall;

- (a) ensure that the MANAGEMENT COMPANY is provided with all necessary authority for the purpose of performing its obligations under this Agreement;
- (b) ratify actions of the MANAGEMENT COMPANY taken in accordance with the terms of this Agreement on behalf of GOPL, provided that it is within the authority of the MANAGEMENT COMPANY as contemplated herein and is in the best interest of GOPL;
- (c) assist the MANAGEMENT COMPANY in obtaining any licenses, approvals or authorities from any governmental, local governmental or other statutory body as may be required for the Business;
- (d) be fully responsible for all of GOPL's employees, including without limitation, the responsibility for the payment of all salaries, EPF, ETF, compensation for injury or loss suffered, insurance and other statutory payments provided, however, that the GOPL shall not be responsible for any compensation for any injury or loss suffered by its employees, arising directly or indirectly, due to any negligent act or omission of the MANAGEMENT COMPANY or an act which is outside the power of the MANAGEMENT COMPANY.

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ARTICLE 6

EXPENSES AND MANAGEMENT FEE

- 6.1 The GOPL is entitled to all the profit of the Business for each fiscal year.
- 6.2 Subject to GOPL making an after tax annual profit for the relevant fiscal year and the MANAGEMENT COMPANY complying with the terms and conditions of this Agreement, the MANAGEMENT COMPANY may, in consideration of the services provided by the MANAGEMENT COMPANY, be paid a Management Fee (hereinafter referred to as "MANAGEMENT FEE") for the said fiscal year, which shall be Two percent (2%) of the Profit After Tax.

ARTICLE 7

OPERATION OF THE BUSINESS

- 7.1 GOPL warrants that it has or will, prior to the commencement of this Agreement, acquire, and will throughout the Term maintain, full possession of the Premises free and clear of any Encumbrance except those in existence on the date hereof and of which written notice has been given to the MANAGEMENT COMPANY.
- 7.2 The MANAGEMENT COMPANY in the performance of its obligations hereunder shall not be liable for payments of debts, or other liabilities incurred by GOPL except where such debt or other liability arises, directly or indirectly, due to the negligence, default, wrongful or willful act or omission of the MANAGEMENT COMPANY or any of its agents, employees or servants.
- 7.3 Subject to GOPL complying with its obligations under this Agreement, the MANAGEMENT COMPANY shall manage the Business in accordance with the standards of efficient management, the provisions of this Agreement and Applicable Law. Accordingly, the MANAGEMENT COMPANY shall:
- 7.3.1 Revitalize and maximize the production of sugar, alcohol, ethanol (e-diesel) in accordance with the levels forecasted in the annual budget;
  - 7.3.2 Ensure that the sugar cane is purchased as per a pricing formula linked to the prevailing Domestic Industry Average.
  - 7.3.3 Maintain the existing irrigation infrastructure to sustain the existing areas of cultivation;
  - 7.3.4 Obtain any services from a reputable labour contractor as may be necessary for the purposes of carrying on the Business;

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- 7.3.5 Source any additional expertise and services including, but not limited to legal, accounting and company secretarial services, that may be required to pursue business opportunities and maximize operational efficiencies;
- 7.3.6 Conduct in-house health, safety and environmental audits on a periodical basis;
- 7.3.7 Source and carry out any technical or infrastructure requirements that may appear necessary for the conduct of the Business and to facilitate the procurement of such purchase on behalf of GOPL,
- Provided that the sourcing and carrying out of any technical or infrastructure requirements amounting to Rupees Ten Million (Rs.10,000,000) or over shall be done only with the prior written approval of the Board;
- 7.3.8 Procure all necessary renewals and replacements of equipment of GOPL (hereinafter referred to as "the Equipment") and supplies for the proper operation of the Business, which shall constitute an Operating Expense,
- Provided that the procurement and replacement of Equipment and supplies amounting to Rupees Twenty Million (Rs.20,000,000) or over shall be done only with the prior written approval of the Board;
- 7.3.9 Initiate and defend in GOPL's name and at the cost of GOPL any legal actions or other litigation which in the reasonable opinion of the MANAGEMENT COMPANY relate to the Business subject to obtaining the approval of the Board (which shall not be unreasonably withheld or delayed) in respect of legal actions involving sums in excess of Rupees Five Hundred Thousand (Rs.500,000)
- 7.3.10 Negotiate and execute leases, licenses to occupy or concession agreements on behalf of GOPL in respect of the operation of the Business provided that negotiation and execution of leases, licenses or concession agreements which are for a term of one year or more, or entail yearly payments exceeding Rupees Ten Million (Rs.10,000,000) shall be done only with the prior written approval of the Board;
- 7.3.11 Arrange for the payment and recovery of VAT on expenses arising from the Business;
- 7.3.12 Keep GOPL updated and briefed on all activities relating to the Business (including responding to any additional clarifications raised by GOPL), by submitting quarterly reports to GOPL;
- 7.3.13 Be responsible for complying with all local and national fire and safety regulations required by the relevant authorities as well as consumer legislation and those relating to environmental control;

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- 7.3.14 Execute any notes, guarantees, loan agreements or borrow money on behalf of GOPL with the prior written approval of the Board;
- 7.3.15 Acquire or dispose of any movable asset on behalf of GOPL with the prior written approval of the Board;
- 7.3.16 Provide in-house support on information technology related issues;
- 7.3.17 Carry out all procurement, sales and marketing operations of the Business,

Provided that the procurement, sales marketing operations exceeding Rupees Ten Million (Rs.10, 000,000) shall be done only with the prior written approval of the Board.

7.4 The following provisions shall apply with regard to the GOPL Employees:

- 7.4.1 All GOPL Employees shall at all times be the employees of GOPL.
- 7.4.2 The MANAGEMENT COMPANY shall have the power to hire, dismiss, promote, supervise, direct and train all GOPL Employees and to fix their compensation and incentives and rewards and generally to establish and maintain all employment policies and practices all of which shall be Operating Expenses,

Provided that hiring and dismissal of executive or management officers shall be made only after obtaining the written approval of the Board.

- 7.4.3 The payroll and related costs (including the costs of implementing employee recognition and reward policies) for all GOPL Employees, including salaries, wages, social security and other taxes and charges and benefits, employer contributions to retirement plans for GOPL Employees shall be Operating Expenses.

## ARTICLE 8

### MEETINGS AND REPRESENTATIVES OF GOPL AND THE MANAGEMENT COMPANY

- 8.1 Representatives of GOPL and the MANAGEMENT COMPANY shall hold regular meetings from, time to time at the address provided for GOPL but no less than once every month, to discuss and review any matter relating to the operation of the Business.



## ARTICLE 9

### BANK ACCOUNTS

- 9.1 The MANAGEMENT COMPANY shall cause to be opened in a Government bank acceptable to GOPL the Operating Account in the name of GOPL into which shall be deposited all monies provided as working capital and all monies derived from the operation of the Business and from which shall be withdrawn all Operating Expenses including VAT payable on Operating Expenses and all amounts due to GOPL.
- 9.2 The MANAGEMENT COMPANY shall, during the Term, have sole rights to operate the Operating Account and shall be entitled to nominate authorised signatories for the purpose of signing cheques and other withdrawals from the Operating Account. The MANAGEMENT COMPANY shall put in place an appropriate control mechanism so as to ensure the proper operation of the Operating Account.
- Provided that where notice of termination of this Agreement has been given in terms of Article 19, the MANAGEMENT COMPANY shall cease to have the right to operate the Operating Account.

## ARTICLE 10

### REPAIRS AND MAINTENANCE

- 10.1 The MANAGEMENT COMPANY shall maintain the Premises and Equipment in good order and repair and shall:
- 10.1.1 Throughout the Term make or cause to be made such routine maintenance and repairs, the cost of which shall be an Operating Expense;
- 10.1.2 Have the right to make from time to time such minor (non-structural) alterations, additions or improvements in or to the Premises and the Equipment, including those required by any competent authority the cost of which shall be charged to the Operating Account.
- 10.2 The MANAGEMENT COMPANY shall include within the annual budget an estimate of the expenses necessary for all Capital Expenditures the cost of which shall be at the sole expense of GOPL.

## ARTICLE 11

### FINANCIAL ACCOUNTS

- 11.1 The MANAGEMENT COMPANY shall keep complete and accurate accounts and other appropriate records reflecting the results of the Business in accordance with sound accounting principles.

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- 11.2 The MANAGEMENT COMPANY shall prepare and deliver to GOPL each month a report which shall include: a statement showing Net Revenues and Net Operating Profit of the Business for the previous month and which itemizes all categories of revenue and expenditure listed. The report shall also include a profit and loss statement showing the results of the operation of the Business for such month. The MANAGEMENT COMPANY shall use its best efforts to respond to GOPL's questions, if any, regarding the monthly report, within 14 days.
- 11.3 After the end of each fiscal year the MANAGEMENT COMPANY shall deliver to the Auditor for audit (with a copy delivered to GOPL) draft results of the operation of the Business during such fiscal year which shall include the following:
- 11.3.1 A profit and loss account;
  - 11.3.2 A balance sheet;
  - 11.3.3 A statement of changes in the financial position;
  - 11.3.4 Such other information as GOPL may reasonably request.
- 11.4 Each of the above reports shall be audited by the Auditor and shall include a comparison with the corresponding results for the previous fiscal year. The MANAGEMENT COMPANY shall thereafter provide the shareholders of GOPL the audited statements within six (06) months of the conclusion of each fiscal year.

## ARTICLE 12

### ANNUAL BUDGET

- 12.1 On or before the 31<sup>st</sup> January of each year, the MANAGEMENT COMPANY shall submit to GOPL a draft annual budget for the forthcoming fiscal year in a form reasonably acceptable to GOPL and which will, in addition to those mentioned in Article 4 include:
- 12.1.1 The projections for the forthcoming fiscal year of the anticipated Net Revenues of the Business, Operating Expenses, Net Operating Profit and net profit after interest and depreciation;
  - 12.1.2 Cash flow and working capital requirements;
  - 12.1.3 A budget for the purchase and replacement of the Equipment and for minor capital improvements or alterations that will be paid from the Operating Account;
  - 12.1.4 A human resources budget to include expenditure by department for all salaries, wages, remuneration and benefits (including living accommodation);



- 12.1.5 A sales and marketing budget and a sales and marketing plan by reference to calendar months;
- 12.1.6 The assumptions under which the various budgets are prepared; and such additional information as GOPL may reasonably request.
- 12.2 If GOPL finds unacceptable all or any part of the draft annual budget then GOPL shall within 45 days of the date of receipt of the draft annual budget specify in writing to the MANAGEMENT COMPANY the category or categories to which it objects stating reasonable particulars of such objections. If GOPL fails to give notice of its objections within the 45 day period as aforesaid the draft annual budget shall be deemed to be accepted by GOPL and shall become the annual budget. In the event of written notice of objection being given by GOPL within the 45 day period as aforesaid, GOPL and the MANAGEMENT COMPANY shall thereafter diligently and in good faith attempt to reach agreement on the category or categories to which GOPL objected. If however the parties have failed to resolve the disputed issues within a further 35 day period from the date of GOPL's written notice of objection, the draft annual budget submitted by the MANAGEMENT COMPANY excluding the category or categories to which GOPL objected as aforesaid shall be deemed adopted.
- 12.3 The MANAGEMENT COMPANY will use its best endeavors to adhere to and maintain expenditures within the annual budget (where appropriate as modified by any changes agreed in writing between GOPL and the MANAGEMENT COMPANY). However GOPL acknowledges that the annual budgets are estimates and that material variation in inflation, currency fluctuation and unforeseen circumstances (including material changes in the cost of labour, supplies, utilities, services and materials, economic and market conditions and acts of Force Majeure) may make adherence to the annual budget unfeasible, in which event, the MANAGEMENT COMPANY shall promptly notify GOPL of the likelihood of any material excess expenditures or revenue shortfalls, the causes of the excess or shortfall and the measures intended to be made to maintain budgetary control and, if GOPL requires, the parties will meet to review appropriate action and agree upon a revised estimate.
- 12.4 The MANAGEMENT COMPANY shall bring to GOPL's attention any material items in any draft annual budget which have been budgeted at significantly different amounts from the amounts actually spent (or projected) for the same items in the preceding fiscal year and shall explain these differences to GOPL.

#### ARTICLE 13

#### INSURANCE

- 13.1 GOPL shall maintain during the Term at its own expense adequate insurance for the full reinstatement value of the Premises and Equipment including each of its component parts against loss or damage to such and its contents from fire, lightning, terrorism,

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boiler explosion and such other risks and casualties for which insurance is customarily provided for Premises and Equipment of similar character. GOPL shall furnish the MANAGEMENT COMPANY evidence of such insurance policies.

#### ARTICLE 14

#### DESTRUCTION OR CONDEMNATION

- 14.1 In the event that the Premises or the Equipment is damaged or destroyed by a risk which GOPL has or was obliged to insure against, GOPL will without delay at its own expense carry out all work necessary to reinstate the same. If GOPL fails to commence the preparations for the reinstatement work within 180 days after the damage to or destruction of the Premises or the Equipment, then the MANAGEMENT COMPANY shall be entitled to either terminate this Agreement by giving three (3) months written notice to GOPL, Provided however if GOPL is unable to commence the reinstatement works as a result of a genuine dispute with the insurer or other third party or due to an act of Force Majeure, then the said periods shall be extended by a period equivalent to the length of any such dispute, termination of such act, or by 180 days in each case (whichever shall be the shorter).

#### ARTICLE 15

#### EXCLUSIVITY

- 15.1 The MANAGEMENT COMPANY confirms that it shall refrain from providing any management services similar to those provided hereunder, whether for a fee or free of charge, during the Term unless it is with the prior written approval of the Board.

#### ARTICLE 16

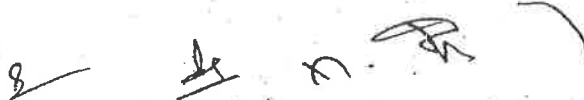
#### REPRESENTATIONS

- 16.1 Each of the parties acknowledges that they have obtained the necessary authority and approvals, including those of their shareholders, for the purpose of entering into this Agreement.

#### ARTICLE 17

#### INDEMNITY

- 17.1 Each Party shall indemnify and keep the other indemnified and saved harmless and reimbursed from all costs, damages, losses and expenses (including legal costs and expenses), incurred or suffered by such other Party for the acts or omissions of the first mentioned Party.



## ARTICLE 18

### CONFIDENTIALITY

- 18.1 Each Party shall maintain confidentiality with respect to all information which it receives pursuant to this Agreement and shall use such information only for the purpose of fulfilling its obligations under this Agreement.
- 18.2 The obligations of each party to maintain confidentiality shall survive the termination of this Agreement.

## ARTICLE 19

### TERMINATION

#### 19.1 TERMINATION BY GOPL

19.1.1 This Agreement may be terminated by GOPL by notice to the MANAGEMENT COMPANY upon the occurrence of any of the following events:

- (a) Where the GOPL does not receive an annual after tax profit which will enable GOPL to make at least a minimum dividend payment to GOSL equal to the Treasury Bill Rate applicable at the beginning of the relevant fiscal year;
- (b) A breach by the MANAGEMENT COMPANY of the terms and conditions of this Agreement;
- (c) A breach by the MANAGEMENT COMPANY of its obligations under this Agreement;
- (d) A breach by LOLC and/or Brown & Co. of its obligations under the Shareholders Agreement;
- (e) A breach by LOLC and/or Brown & Co. of the terms and conditions of the Shareholders Agreement;
- (f) A Bankruptcy Event with respect to the MANAGEMENT COMPANY;
- (g) If an event of Force Majeure delays the GOPL's or the MANAGEMENT COMPANY's performance hereunder for a time period of one hundred and eighty (180) days;
- (h) Termination and/or cancellation of the leases pertaining to the Premises.
- (i) Termination of the Shareholders Agreement.

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19.1.2 Irrespective of whether the MANAGEMENT COMPANY is in default or not, the GOPL may, in addition to the grounds specified in this Agreement or available under the Applicable Law, terminate this Agreement by providing 6 months written notice to the MANAGEMENT COMPANY to take effect at any time during the Term.

## 19.2 TERMINATION BY THE MANAGEMENT COMPANY

19.2.1 This Agreement may be terminated by the MANAGEMENT COMPANY by notice to GOPL upon the occurrence of any of the following events:

- (a) A breach by GOPL of the terms and conditions of this Agreement;
- (b) A breach by GOPL of its obligations under this Agreement;
- (c) A Bankruptcy Event with respect to GOPL;
- (d) If an event of Force Majeure delays the GOPL's or the MANAGEMENT COMPANY's performance hereunder for a time period of one hundred and eighty (180) days;
- (e) Termination of the Shareholders Agreement.

19.2.2 Irrespective of whether GOPL is in default or not, the MANAGEMENT COMPANY may, in addition to the grounds specified in this Agreement or available under the Applicable Law, terminate this Agreement by providing 6 months written notice to GOPL to take effect at any time during the Term.

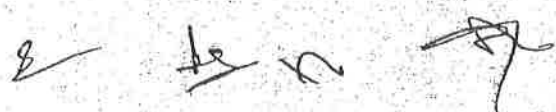
19.3 Any such termination in terms of Clause 19.1 or 19.2 as aforesaid shall be without prejudice to any rights which may have accrued to any of the Parties prior such termination which may be enforced notwithstanding any such termination.

## ARTICLE 20

### POST TERMINATION

20.1 In the event of termination of this Agreement or otherwise upon expiration of the Term:

20.1.1 The MANAGEMENT COMPANY shall forthwith cease to act as the MANAGEMENT COMPANY of the Business and shall promptly handover the Business to GOPL, and GOPL shall forthwith assume all responsibility and liability for the operation of the Business. Provided that, if GOPL so requests, the MANAGEMENT COMPANY shall use its best endeavours to co-operate with GOPL to ensure a smooth handover.



20.1.2 The MANAGEMENT COMPANY shall, on demand and at the cost of GOPL, sign any document and do any act or thing as may reasonably be required to vest full control of the Business, or any license or permit relating thereto, in the name of GOPL or its nominee.

20.1.3 GOPL and the MANAGEMENT COMPANY shall each provide full access to the other in respect of the accounts and supporting invoices and other financial information relating to the Business and the Parties will together arrange for an audit of the Business by the Auditor up to the date of termination and any payments due to the MANAGEMENT COMPANY under this Agreement and any payments due to GOPL which are computed on an annual or periodic basis shall be calculated on a pro-rata basis up to the date of termination and paid by GOPL to the MANAGEMENT COMPANY or by the MANAGEMENT COMPANY to GOPL (as the case may be) within 30 days after the completion of such audit.

20.2 For the avoidance of doubt this Article 20 shall survive termination of this Agreement however occasioned.

#### ARTICLE 21

#### FORCE MAJEURE

21.1 Either Party shall be excused for non-performance of its obligations under this Agreement if and to the extent that such performance is hindered or prevented (directly or indirectly) by reason of any strike, lockout, labour disturbance, riot, armed conflict, accident, non-availability or breakdown of normal means of transport, Act of God or any other matter whatsoever beyond the reasonable control of either Party and which such Party is unable to prevent by reasonable foresight or diligence.

21.2 Promptly upon the happening of such event and in any event within five (5) days of the occurrence of such event, the affected Party shall notify the other Party of the occurrence of such event and the extent to which the performance of its obligations under this Agreement is hindered or prevented and shall thereupon take all such reasonable measures as necessary to resume such performance as soon as reasonably practicable.

#### ARTICLE 22

#### NOTICES

22.1 All notices, requests and consents under this Agreement shall be in writing and shall be deemed to have been duly given if (a) personally delivered, (b) sent by a reliable courier

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services, charges prepared, or (c) sent via facsimile, with the original sent within twenty-four (24) hours by any of the foregoing methods, to the following address, as applicable:

If to the MANAGEMENT COMPANY  
No.438, Havelock Road, Colombo 05.

If to GOPL  
No.481, T.B.Jaya Mawatha, Colombo 10.

- 22.2 Notices delivered personally or by prepaid courier shall be deemed to have been delivered on the date which receipt is acknowledged and if sent via fax, twenty four (24) hours after successful transmission.

#### ARTICLE 23

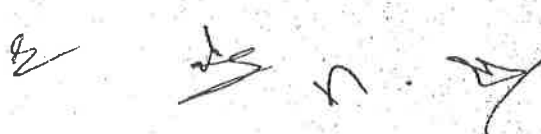
#### CHOICE OF LAW

- 23.1 This Agreement shall be governed by and construed in accordance with the Applicable Law.

#### ARTICLE 24

#### GENERAL

- 24.1 Neither Party shall assign its rights nor obligations under this Agreement to a third party without the prior written consent of the other Party.
- 24.2 This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes any prior or contemporaneous agreements and understandings concerning such subject matter. This Agreement may be amended or modified only by a written instrument duly executed by both Parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. No delay or failure by either Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on one occasion is effective only in that instance and will not be construed as a waiver of any other right or remedy on any subsequent occasion.
- 24.3 It is expressly understood and agreed that the Parties are independent. Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties; neither party shall be deemed the agent of the other party



for any purpose whatsoever, and neither party shall have authority to enter into any contract or Agreement, or incur any expenses on behalf of the other party, without obtaining the other party's prior written consent.

24.4 No license under any trademark, patent, copyright or any other intellectual property right is either granted or implied through this Agreement.

24.5 This Agreement and any amendments hereto may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original and all of which taken together shall constitute one and the same instrument.

24.6 GOPL and the MANAGEMENT COMPANY shall exercise their rights and perform their obligations under this Agreement in accordance with the Applicable Law.

The Authorized Representatives of the MANAGEMENT COMPANY and GOPL have placed their signatures to this and one other of the same tenor on the dates identified respectively below.

The Common seal of Gal Oya Plantations (Private) Limited  
is hereto affixed in the presence of H. A. N. S. Kumara  
and R. M. G. K. D. Ranjith two Directors of the Company  
at Colombo on this 26 day of April 2010 )

Witnesses

1. [Signature] - S. G. Senarathne (573250613V)

2. N. S. H. A. R. L. - M. S. K. D. Adikereha  
(713500976V)

The Common seal of the MANAGEMENT COMPANY  
is hereto affixed in the presence of A. L. Devasurendra  
and I. C. Nansayakkara two Directors of the Company  
at Colombo on this 26 day of April 2010 )

Witnesses

1. [Signature] - Mrs. B. M. Muthapir  
(576740344V)

2. [Signature] (67589277V) NAYANTHA DELIECHITIA



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Web Site www.treasury.gov.lk

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பொதுத் திறைச்சேரி, நிதி, திட்டமிடல் அமைச்சு, கொழும்பு 1, இலங்கை.  
General Treasury, Ministry of Finance & Planning, Colombo 01, Sri Lanka.

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திகதி }  
Date } 31.07.2014

Chief Executive Officer  
Gal-Oya Plantations (Pvt) Ltd  
No. 481  
1<sup>st</sup> Floor  
T.B. Jayah mawatha  
Colombo 10

Dear Sir

Extension of Management Agreement between Gal-Oya Holdings PLC (Management Company)  
and Gal-Oya Plantations (Pvt) Ltd. (GOPL)

This has reference to the letters dated 7<sup>th</sup> May 2014 and 24<sup>th</sup> July 2014 on the above subject.

In terms of Article 2.1 of the aforesaid Management Agreement dated 26<sup>th</sup> April 2010, concurrence of Ministry of Finance & Planning has been granted to extend the term of the Management Agreement for a period up to 25<sup>th</sup> April 2030.

Please note that all other terms and conditions of the Management Agreement shall continue to be in force during the extended term.

Yours faithfully

K.M.A.N. Daulagala  
Director General

- Cc: 1. Secretary, Ministry of Sugar Industry Development  
2. Commissioner General, Excise Department

True Copy



**CERTIFIED EXTRACT OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF GAL OYA PLANTATIONS (PVT) LTD HELD AT THE BOARD ROOM (2<sup>ND</sup> FLOOR) OF LANKA ORIX LEASING COMPANY ON SATURDAY, 10<sup>TH</sup> JULY 2010 AT 9.00 A.M**

**MINUTE NO.3.13 – THE LOAN AGREEMENT BETWEEN GAL OYA PLANTATIONS (PVT) LTD AND GAL OYA HOLDINGS (PVT) LTD**

“ Mr.Ajith Devasurendra tabled a letter dated 7<sup>th</sup> July 2010 received from the Director General of Department of Public Enterprises which stated that the Treasury has no objection in treating the funds that Browns and LOLC have invested in Gal Oya Plantations prior to signing the shareholders agreement as debt capital.”

**CERTIFIED TRUE COPY**

**LOLC Corporate Services (Pvt) Ltd**  
Secretaries for Gal Oya Plantations (Pvt) Ltd



**Factory & Office :** Hingurana, Ampara, Sri Lanka.  
**Complex** Tel: +94 63-3128312 Fax: +94 63 2240199, +94 63 2240361

**Registered Office :** No. 481, T. B. Jayah Mw, Colombo 10, Sri Lanka.  
Tel: +94 63 3128346 Fax: +94 11 2670656

**E-mail:** info@galoya.lk **Web:** www.galoya.lk



LOAN AGREEMENT

**THIS AGREEMENT** is made and entered into at Colombo on this 7<sup>th</sup> day of April 2010 between **BROWN AND COMPANY PLC**, a company duly incorporated under the laws of Sri Lanka bearing business registration No. PQ 25 and having its registered office at No. 481, T B Jayah Mawatha Colombo 10, (hereinafter called and referred to as "**the Company**" which term or expression as herein used where the context so requires or admits shall mean and include the said **BROWN AND COMPANY PLC**, its successors and assigns) of the ONE PART and **GAL OYA HOLDINGS (PVT) LTD**, a Company incorporated under the Laws of Sri Lanka bearing business registration No: PV 7182 and having its registered address at No 481, T B Jayah Mawatha Colombo 10, in the said republic (hereinafter sometimes called and referred to as the "**the borrower**" which term expression as herein used where the context so requires and admits shall mean and include the said **GAL OYA HOLDINGS (PVT) LTD** their successors and assigns) of the OTHER PART.

WHEREAS on or about 28<sup>th</sup> day of February 2008 Gal Oya Plantations Pvt Ltd. passed a resolution authorizing its boards borrowing from Gal Oya Holdings (Pvt) Ltd commencing from October 2007.

The Borrower requested the Company to accommodate by way of loans and advances within a revolving limit amounting to a maximum of **Rupees Five Hundred Million (Rs 500,000,000/-)**, of lawful money of Sri Lanka for the purpose of granting Financial advances to Gal Oya Plantations Pvt. Ltd. for its working capital requirements which the Company agreed to do on the terms and conditions hereinafter morefully stated.

IT IS HEREBY AGREED by and between the said Borrower of the One Part and the Company of the Other Part, as follows:-

1. The Company as and when requested by the borrower agreed to grant the Borrower loans within the revolving limit specified above from time to time for a period of 5 years commencing from 1<sup>st</sup> October 2007 to 31<sup>st</sup> October 2012 subject to the total amount of the loans outstanding at any one time under this facility not exceeding the sum of **Rupees Five Hundred Million (Rs 500,000,000/-)** of lawful money of Sri Lanka.

The loans disbursed to the borrower through advances obtained from the company from time to time are as morefully set out in the **schedule** hereto.

2. The Borrower agreed and accepted these loans together with interest and other charges thereon.

AND THE PARTIES AGREE AS FOLLOWS;

3. REPAYMENT OF THE LOAN

3.1 The parties hereby agree that the capital advanced under and in terms of this agreement shall be paid and settled in full on or before the 31<sup>st</sup> October 2012 or at any time during the term of this facility.

3.2 The borrower agreed with the Company to pay interest;

- at 28% per annum on the total borrowings made during the term commencing 1<sup>st</sup> October 2007 to 31<sup>st</sup> December 2009
- at 24% per annum on the total borrowings made during the term commencing 1<sup>st</sup> January 2010 to 31<sup>st</sup> October 2012.

together with government taxes which may be imposed by the government from time to time and other charges thereon.

4. The **schedule** indicating the loans advanced and the annual interest payable shall be deemed sufficient at law and conclusive proof against the borrower of the contents thereof without any other documents or vouchers to support the same.
5. Provided however, that the Company may, at its sole discretion and from time to time, adjust the interest rates on each loan by an increase or decrease thereof, and may also require the Borrower to bear any government taxes which may be imposed by the government from time to time and other charges thereon as per the repayment pattern above.
6. The company may at its sole discretion and at any time without notice to the borrower with any stated or without any stated reason withdraw or terminate this facility in whole or in part.
7. The Borrower specifically agrees that any balance of account which may be found due by the Borrower to the Company and of which said balance a statement of account in writing made out of the books of the Company and signed and certified by the Finance Manager or Accountant of the company or by any other person who may be specially appointed for that purpose by the Company, shall be sufficient in law and of conclusive proof without any other documents or vouchers to support the same.
8. The borrower shall, until all loans obtained under and in terms of this agreement together with any interest payments and other sums due, are paid and settled in full,

- (a) deliver to the company in the form and detail satisfactory to the company all information called for by the company in respect of any or all of the business of the said borrower.
  - (b) deliver to the Company in the form and detail satisfactory to the Company financial statements of the said Borrower.
9. The Borrower agrees;
- a. to pay and settle in full and or convert into equity of Gal Oya Plantations Ltd. the instalments/capital/interest as herein agreed on or before the due date being 31<sup>st</sup> October 2012 .
  - b. that the Company shall have absolute discretion to appropriate any payments due from the Borrower first towards compensation in respect of overdue interest, government taxes and other charges (if any) and the balance, if any, towards the said instalments/capital.
  - c. that the Company shall have absolute discretion to appropriate any payments due from the Borrower against this loan in respect of dues under other agreements with the Company under which the Borrower has obtained financial facilities or as debt capital.
  - d. Borrower agrees that the Company is entitled to set off, utilise apply and/or appropriate any monies lying to the Borrower's credit in the books of the company in any deposit or investment accounts or instruments or in any other form whatsoever whether in local or foreign currency against any arrears/overdue instalments, interests, charges etc as the company thinks fit, and the authority given to the company on that behalf shall be unconditional and irrevocable.
  - e. that the company shall have the right to review this facility at the end of each quarter from the date of the first disbursement and that further grants of financial accommodation shall be made to the borrower at the sole discretion of the company.
10. Notwithstanding the term or the period if any specified for which this facility is granted by the said company all loans are repayable by the Borrower at any time ON DEMAND without previous notice to the borrower.
11. All loans under this agreement together with interest, taxes and other charges shall be recoverable from the borrower notwithstanding the prescription ordinance and the borrower shall not plead the prescription ordinance as a bar to the company suing the borrower for the recovery of the said loans.

*[Handwritten initials and marks]*

12. Any notice, summons or demand to be sent or given by either party to the other may be sent by registered post to the address of the other party as appearing herein or such other address as such party may from time to time have duly communicated to the other and if so sent shall be deemed to be served on the day following the date of posting.

In proving service, it shall be sufficient to show that the letter containing the notice was properly addressed, stamped and posted under registered cover or sent and/ or affixed to the address as stated above.

13. All expenses, stamp duty, legal and other charges in this connection will be borne by the borrower.
14. Any change in circumstances including but not limited to a material change in controlling ownership / management of the borrower shall be forthwith notified to the Company.
15. The term of this agreement shall be for a period of 5 years commencing from 1<sup>st</sup> October 2007.

#### SCHEDULE

SUMMARY	
	Browns and Company PLC
Funds Given	221,799,723
Interest	134,278,611
<b>Total</b>	<b>356,078,334</b>

SCHEDULE continuation.

**DETAIL**



**Brown and Company PLC**

<b>Date of Loan</b>	<b>Loan amount</b>	<b>Rate</b>	<b>Interest up to 31-3-2010</b>
15-Oct-07	40,000,000	28%	38,993,969
10-Dec-07	10,000,000	28%	8,935,345
23-Jan-08	10,000,000	28%	8,325,355
21-Feb-08	20,000,000	28%	15,829,811
18-Mar-08	5,000,000	28%	3,782,331
21-Mar-08	5,000,000	28%	3,762,692
7-May-08	10,000,000	28%	6,910,325
12-May-08	10,000,000	28%	6,847,813
28-May-08	5,000,000	28%	3,323,888
26-Jun-08	2,000,000	28%	1,256,406
1-Jul-08	10,000,000	28%	6,219,594
4-Jul-08	5,000,000	28%	3,091,889
18-Aug-08	2,000,000	28%	1,130,287
18-Aug-08	10,000,000	28%	5,651,436
16-Sep-08	5,000,000	28%	2,655,642
4-Nov-08	2,000,000	28%	951,200
13-Nov-08	1,000,000	28%	465,476
28-Jan-09	5,000,000	28%	1,921,325
6-Mar-09	1,000,000	28%	343,698
31-Mar-09	21,866,952	28%	6,972,945
12-May-09	5,000,000	28%	1,387,164
27-May-09	5,000,000	28%	1,316,068
15-Jun-09	3,000,000	28%	735,191
23-Jun-09	2,500,000	28%	593,515
23-Jun-09	2,500,000	28%	593,515
15-Jun-09	7,700,000	28%	1,671,879
26-Oct-09	41,626	28%	5,264
21-Dec-09	4,969,186	28%	396,105
8-Feb-10	1,962,815	24%	67,951
17-Feb-10	5,000,000	24%	140,202
28-Feb-10	16,514	24%	330
31-Mar-10	4,242,631	24%	-
<b>Total</b>	<b>221,799,724</b>		<b>134,278,611</b>

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IN WITNESS WHEREOF the said parties have set their respective hands here unto and to another of the same tenor and date as these presents on the day and year first above written.

Signed for and behalf of **Brown and Company**)  
**PLC** by Mr. **N.M. PRAKASH** )  
and Mr.s. **N. DELPECHITRA** being )  
its Directors/secretary at Colombo on )  
this ..... (.....) day of .... .....2010 )


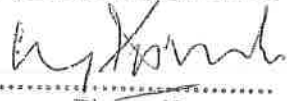
**BROWN & COMPANY PLC**  
Reg. No. PQ 25  
  
DIRECTOR  
  
DIRECTOR/SECRETARIES

WITNESSES

1. ....

2. ....

Signed for and behalf of **Gal Oya Holdings** )  
**(PVT) LTD** by Mr. **I.C. NANAYAKKARA**)  
and Mr. **A. DEVASURENDRA** being )  
its Directors/Secretary at Colombo on )  
this ..... (.....) day of .....2010 )

**GALOYA HOLDINGS (PRIVATE) LIMITED**  
  
Director  
  
Director / Secretary

WITNESSES

1.  .....

2. ....

LOAN AGREEMENT

**THIS AGREEMENT** is made and entered into at Colombo on this 7<sup>th</sup> day of April 2010 between **LANKA ORIX LEASING COMPANY PLC**, a company duly incorporated under the laws of Sri Lanka bearing business registration No. PQ 70 and having its registered office at No. 100/1 Sri Jayawardenapura Mawatha, Rajagiriya (hereinafter called and referred to as "**the Company**" which term or expression as herein used where the context so requires or admits shall mean and include the said **LANKA ORIX LEASING COMPANY PLC**, its successors and assigns) of the ONE PART and **GAL OYA HOLDINGS (PVT) LTD**, a Company incorporated under the Laws of Sri Lanka bearing business registration No. PV 7182 and having its registered address at No 481, T B Jayah Mawatha Colombo 10, in the said republic (hereinafter sometimes called and referred to as the "**the borrower**" which term expression as herein used where the context so requires and admits shall mean and include the said **GAL OYA HOLDINGS (PVT) LTD** their successors and assigns) of the OTHER PART.

WHEREAS on or about 28<sup>th</sup> day of February 2008 Gal Oya Plantations Pvt Ltd. passed a resolution authorizing its boards borrowing from Gal Oya Holdings (Pvt) Ltd commencing from October 2007.

The Borrower requested the Company to accommodate by way of loans and advances within a revolving limit amounting to a maximum of **Rupees Five Hundred Million (Rs 500,000,000/-)**, of lawful money of Sri Lanka for the purpose of granting Financial advances to Gal Oya Plantations Pvt Ltd for its working capital requirements which the Company agreed to do on the terms and conditions hereinafter morefully stated.

IT IS HEREBY AGREED by and between the said Borrower of the One Part and the Company of the Other Part, as follows:-

1. The Company as and when requested by the borrower agreed to grant the Borrower loans within the revolving limit specified above from time to time for a period of 5 years commencing from 1<sup>st</sup> October 2007 to 31<sup>st</sup> October 2012 subject to the total amount of the loans outstanding at any one time under this facility not exceeding the sum of **Rupees Five Hundred Million (Rs 500,000,000/-)** of lawful money of Sri Lanka.

The loans disbursed to the borrower through advances obtained from the company from time to time are as morefully set out in the **schedule** hereto.

2. The Borrower agreed and accepted these loans together with interest and other charges thereon.

AND THE PARTIES AGREE AS FOLLOWS;

3. REPAYMENT OF THE LOAN

3.1. The parties hereby agree that the capital advanced under and in terms of this agreement shall be paid and settled in full on or before the 31<sup>st</sup> October 2012 or at any time during the term of this facility.

3.2 The borrower agreed with the Company to pay interest at 28% per annum on the total borrowings made during the term commencing 1<sup>st</sup> October 2007 to 31<sup>st</sup> July 2009 together with government taxes which may be imposed by the government from time to time and other charges thereon.

4. The schedule indicating the loans advanced and the annual interest payable shall be deemed sufficient at law and conclusive proof against the borrower of the contents thereof without any other documents or vouchers to support the same.

5. Provided however, that the Company may, at its sole discretion and from time to time, adjust the interest rates on each loan by an increase or decrease thereof, and may also require the Borrower to bear any government taxes which may be imposed by the government from time to time and other charges thereon as per the repayment pattern above.

6. The company may at its sole discretion and at any time without notice to the borrower with any stated or without any stated reason withdraw or terminate this facility in whole or in part.

7. The Borrower specifically agrees that any balance of account which may be found due by the Borrower to the Company and of which said balance a statement of account in writing made out of the books of the Company and signed and certified by the Finance Manager or Accountant of the company or by any other person who may be specially appointed for that purpose by the Company, shall be sufficient in law and of conclusive proof without any other documents or vouchers to support the same.

8. The borrower shall, until all loans obtained under and in terms of this agreement together with any interest payments and other sums due, are paid and settled in full,

(a) deliver to the company in the form and detail satisfactory to the company all information called for by the company in respect of any or all of the business of the said borrower.

(b) deliver to the Company in the form and detail satisfactory to the Company financial statements of the said Borrower.



9. The Borrower agrees;
- a. to pay and settle in full and or convert into equity of Gal Oya Plantations Ltd. the instalments/capital/interest as herein agreed on or before the due date being 31<sup>st</sup> October 2012 .
  - b. that the Company shall have absolute discretion to appropriate any payments due from the Borrower first towards compensation in respect of overdue interest, government taxes and other charges (if any) and the balance, if any, towards the said instalments/capital.
  - c. that the Company shall have absolute discretion to appropriate any payments due from the Borrower against this loan in respect of dues under other agreements with the Company under which the Borrower has obtained financial facilities or as debt capital.
  - d. Borrower agrees that the Company is entitled to set off, utilise apply and/or appropriate any monies lying to the Borrower's credit in the books of the company in any deposit or investment accounts or instruments or in any other form whatsoever whether in local or foreign currency against any arrears/overdue instalments, interests, charges etc as the company thinks fit, and the authority given to the company on that behalf shall be unconditional and irrevocable.
  - e. that the company shall have the right to review this facility at the end of each quarter from the date of the first disbursement and that further grants of financial accommodation shall be made to the borrower at the sole discretion of the company.
10. Notwithstanding the term or the period if any specified for which this facility is granted by the said company all loans are repayable by the Borrower at any time ON DEMAND without previous notice to the borrower.
11. All loans under this agreement together with interest, taxes and other charges shall be recoverable from the borrower notwithstanding the prescription ordinance and the borrower shall not plead the prescription ordinance as a bar to the company suing the borrower for the recovery of the said loans.
12. Any notice, summons or demand to be sent or given by either party to the other may be sent by registered post to the address of the other party as appearing herein or such other address as such party may from time to time have duly communicated to the other and if so sent shall be deemed to be served on the day following the date of posting.
13. In proving service, it shall be sufficient to show that the letter containing the notice was properly addressed, stamped and posted under registered cover or sent and/ or affixed to the address as stated above.
14. All expenses, stamp duty, legal and other charges in this connection will be borne by the borrower.

15. Any change in circumstances including but not limited to a material change in controlling ownership / management of the borrower shall be forthwith notified to the Company.
16. The term of this agreement shall be for a period of 5 years commencing from 1<sup>st</sup> October 2007.

**SCHEDULE  
SUMMARY**

	<b>Lanka Orix Leasing Company PLC</b>
Funds Given	255,206,998
Interest	156,171,361
<b>Total</b>	<b>411,378,359</b>

**Detail Schedule of advances**

Date of Loan	Loan Amount	Interest Rate	Interest up to
15-Oct -07	40,000,000	28%	31-3-2010 38,993,969
10-Dec-07	10,000,000	28%	8,935,345
16-Jan-08	10,000,000	28%	8,421,330
15-Feb-08	5,000,000	28%	3,996,583
18-Feb-08	25,000,000	28%	19,871,662
03-Arp-08	15,000,000	28%	11,032,194
25-Apr-08	10,000,000	28%	7,063,944
10-Jun-08	15,000,000	28%	9,726,035
18-Jul-08	15,000,000	28%	9,024,954
04-Sep-08	15,000,000	28%	8,178,974
03-Oct-08	15,000,000	28%	7,669,402
26-Nov-08	5,000,000	28%	2,254,258
18-Dec-08	3,500,000	28%	1,495,210
18-Dec-08	1,500,000	28%	640,804
20-Feb-09	10,000,000	28%	3,586,521
20-Mar-09	2,000,000	28%	659,601
27-Mar-09	5,000,000	28%	1,614,257
31-Mar-09	2,690,823	28%	858,051
06-Apr-09	5,000,000	28%	1,564,330
06-Apr-09	5,309,177	28%	1,661,061
22-Jun-09	16,234,250	28%	3,869,646
22-Jul-09	23,972,748	28%	5,053,230
<b>Total</b>	<b>255,206,998</b>		<b>156,171,361</b>

IN WITNESS WHEREOF the said parties have set their respective hands here unto and to another of the same tenor and date as these presents on the day and year first above written.

Signed for and behalf of Lanka Orix Leasing Company PLC by ..... )  
and .....being )  
its Directors/secretary at Colombo on )  
this ..... (.....) day of .... .....2010 )

WITNESSES

- 1. ....
- 2. ....

Signed for and behalf of Gal Oya Holdings (PVT) LTD )  
(PVT) LTD )by ..... )  
and .....being )  
its Directors/Secretary at Colombo on )  
this ..... (.....) day of.....2010 )

GAL OYA HOLDINGS (PRIVATE) LIMITED  
F X  
.....  
Director Director / Secretary

WITNESSES

- 1. ....
- 2. ....

තල්මය වැඩි (පුද්ගලික) සමාගම - මූල්‍ය පිටුවක සාරාංශය (2006/07 සිට 2019/20 මූල්‍ය වර්ෂය දක්වා)

INCOME STATEMENT SUMMARY for the year ended 31st March in each year

Year	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Revenue							326,357,825.00	937,738,299.00	1,712,939,053.00	1,904,641,774.00	1,007,844,863.00	1,243,023,570.00	2,023,627,800.00	3,750,130,748.00
Cost of Sales							(264,421,114.00)	(640,586,039.00)	(1,071,890,504.00)	(1,013,125,602.00)	(809,917,686.00)	(957,558,213.00)	(1,469,011,844.00)	(2,516,841,474.00)
GP							61,936,711.00	297,152,260.00	641,048,549.00	(8,483,828.00)	197,927,177.00	285,465,357.00	554,615,956.00	1,233,289,274.00
Other Income	2,700.00	2,700.00	26,187,549.52	70,990,945.39	21,374,921.00	25,231,426.00	25,908,536.00	36,144,061.00	60,198,957.00	54,421,791.00	40,741,651.00	41,371,463.00	32,524,960.00	2,193,404.00
GP+Other Income	2,700.00	2,700.00	26,187,549.52	70,990,945.39	21,374,921.00	25,231,426.00	87,845,247.00	333,296,321.00	70,247,906.00	45,937,963.00	238,668,828.00	326,836,760.00	587,140,916.00	1,235,482,678.00
Direct Overheads plantations		(37,234,215.00)	(69,421,344.08)	(86,431,809.33)										
Administration	(2,905,673.00)	(29,939,090.05)	(44,017,000.18)	(57,256,629.16)	(75,165,481.00)	(143,483,339.00)	(250,411,088.00)	(391,963,154.00)	(399,316,823.00)	(409,894,006.00)	(463,648,208.00)	(476,285,540.00)	(597,794,535.00)	(609,687,397.00)
Profit/Loss before Interest & Tax	(2,905,673.00)	(67,170,605.05)	(87,250,795.74)	(72,697,493.10)	(53,790,560.00)	(118,251,913.00)	(162,565,841.00)	(58,666,833.00)	301,930,683.00	(363,956,043.00)	(214,979,380.00)	(149,448,780.00)	(10,653,619.00)	625,795,281.00
Finance Income									431,778.00	1,050,297.00	38,302.00	30,210.00	37,462.00	37,798,302.00
Finance Expenses									(529,945,560.00)	(537,543,656.00)	(747,416,480.00)	(1,193,519,762.00)	(1,803,529,762.00)	(2,083,733,383.00)
Net Fin. Exp.									(529,513,781.00)	(536,493,359.00)	(747,378,178.00)	(1,193,489,552.00)	(1,803,492,300.00)	(2,085,934,980.00)
Profit/Loss After Interest	(2,905,673.00)	(67,170,605.05)	(211,542,270.51)	(267,605,793.21)	(119,503,600.00)	(205,807,485.00)	(451,942,585.00)	(553,815,310.00)	(227,583,098.00)	(900,449,402.00)	(962,357,558.00)	(1,342,938,332.00)	(1,814,145,919.00)	(1,430,139,699.00)
Income Tax Expenses									(7,219,727.00)	(5,318,523.00)	(4,588,763.00)	(4,569,788.00)		
Profit/Loss for the year	(2,905,673.00)	(67,170,605.05)	(211,542,270.51)	(267,605,793.21)	(124,369,851.00)	(200,956,257.00)	(453,744,708.00)	(556,840,944.00)	(234,802,825.00)	(905,767,925.00)	(966,946,321.00)	(1,347,528,120.00)	(1,814,145,919.00)	(1,430,139,699.00)

STATEMENT OF CHANGES IN EQUITY as at 31st March in each year

Year	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Total Equity Beginning Balance		(2,905,643.00)	(70,076,248.34)	(281,618,518.89)	(549,224,312.06)	338,170,536.94	50,476,615.00	(403,768,093.00)	(959,109,729.00)	(1,196,512,960.00)	(2,108,168,226.00)	(3,064,962,689.00)	(4,417,401,942.00)	(6,234,978,108.00)
Share Capital	310.00				1,011,764,700.00									
Retained Earnings	(2,905,673.00)	(67,170,605.34)	(211,542,270.51)	(267,605,793.21)	(124,369,851.00)	(200,956,257.00)	(453,744,708.00)	(556,840,944.00)	(234,802,825.00)	(905,767,925.00)	(966,946,320.00)	(1,347,528,120.00)	(1,814,145,920.00)	(1,430,139,698.00)
Other Comprehensive Income								999,308.00	(2,600,405.00)	(5,887,342.00)	(10,151,857.00)	(4,911,131.00)	(8,430,246.00)	143,574,396.00
Total Equity Ending Balance	(2,905,643.00)	(70,076,248.34)	(281,618,518.89)	(549,224,312.06)	338,170,536.94	137,214,279.94	(403,268,093.00)	(959,109,729.00)	(1,196,512,960.00)	(2,108,168,226.00)	(3,064,962,689.00)	(4,417,401,942.00)	(6,234,978,108.00)	(7,521,543,410.00)

**STATEMENT OF FINANCIAL POSITION/ BALANCE SHEET as at 31st March in each year**

Year	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
<b>ASSETS</b>														
Non Current Assets														
PPE	84,252,237.00	143,361,379.00	190,540,230.00	18,133,600.00	20,163,795.00	13,083,072.00	48,031,230.00	97,771,084.00	92,847,620.00	935,096,754.00	2,120,298,125.00	1,944,006,104.00	2,061,154,640.00	
Infrastructure Development														
Right to use land & buildings														
CWIP	7,323,552.00	13,904,603.00	14,530,653.00	17,380,613.00	1,152,035,973.00	23,709,844.00	69,877,279.00	114,636,010.00	40,732,864.00	91,454,669.00	11,002,668.00	110,171,565.00	3,138,361.00	
Loans given to farmers														
Investments														
Intangible Assets														
Total Non Current Assets	91,575,789.00	157,265,982.00	205,130,883.00	35,514,213.00	21,315,830.00	13,792,916.00	77,912,112.00	202,442,164.00	133,579,484.00	1,026,551,423.00	2,231,960,811.00	2,054,177,669.00	2,064,292,999.00	
<b>Current Assets</b>														
Biological Assets														
Inventories	9,792,732.00	18,378,699.00	13,132,430.00	25,878,140.00	29,186,809.00	82,355,430.00	72,871,485.00	105,098,402.00	353,590,337.00	412,739,304.00	20,710,760.00	14,508,709.00	22,873,048.00	
Loans given to farmers	17,959,802.00	39,502,894.00	33,036,489.00	39,279,863.00	79,520,346.00	121,888,646.00	215,668,646.00	150,647,984.00	150,647,984.00	176,165,585.00	1,761,665,585.00	287,704,611.00	341,157,358.00	
Trade & other receivables	17,729,568.00	2,844,204.00	1,342,488.00	81,837,864.00	26,038,182.00	54,706,694.00	164,804,153.00	261,813,926.00	151,436,718.00	225,931,731.00	12,824,008.00	82,799,218.00	96,539,302.00	
Amount due from related parties				47,461,178.00	49,982,044.00	15,834,725.00	7,591,177.00	1,695,443.00	1,788,481.00	2,376,396.00	2,772,105.00	3,153,670.00	3,481,444.00	
Income tax receivables														
Investment														
Subscriber Shares	30.00	9,274,397.00												
Cash & Cash equivalents	30.00	54,706,499.00	63,207,096.00	69,512,527.00	695,206,331.00	224,572,230.00	296,325,503.00	537,186,741.00	647,755,024.00	905,495,110.00	1,049,835,933.00	1,343,453,173.00	1,301,253,019.00	
Total Current Assets	146,293,700.00	221,173,018.00	274,643,410.00	274,643,410.00	1,511,207,822.00	1,438,530,914.00	1,730,984,806.00	1,930,193,875.00	2,010,950,546.00	2,428,661,883.00	3,602,671,091.00	3,821,489,957.00	3,844,074,341.00	
<b>Total Assets</b>	2,064,292,999.00	3,788,139,000.00	4,779,532,293.00	35,514,213.00	21,315,830.00	13,792,916.00	77,912,112.00	202,442,164.00	133,579,484.00	1,026,551,423.00	2,231,960,811.00	2,054,177,669.00	2,064,292,999.00	
<b>EQUITY &amp; LIABILITIES</b>														
Capital & Reserves	30.00	30.00	30.00	30.00	1,011,764,730.00	1,011,764,730.00	1,011,764,730.00	1,011,764,730.00	1,011,764,730.00	1,011,764,730.00	1,011,764,730.00	1,011,764,730.00	1,011,764,730.00	
Retained Earnings	(2,905,673.00)	(70,076,278.00)	(281,618,519.00)	(549,224,342.00)	(673,594,194.00)	(874,550,450.00)	(1,415,032,823.00)	(1,970,874,460.00)	(2,208,277,691.00)	(3,115,932,957.00)	(4,076,727,421.00)	(5,429,166,673.00)	(6,877,402,641.00)	
Reserves														
Total Equity	(2,905,643.00)	(70,076,248.00)	(281,618,519.00)	(549,224,312.00)	(673,594,194.00)	(874,550,450.00)	(1,415,032,823.00)	(1,970,874,460.00)	(2,208,277,691.00)	(3,115,932,957.00)	(4,076,727,421.00)	(5,429,166,673.00)	(6,877,402,641.00)	
<b>Non Current Liabilities</b>														
Interest bearing loans & borrowings														
Retirement benefit obligations														
Finance lease obligations														
Total Non Current Liabilities														
<b>Current Liabilities</b>														
Trade & other payables	4,000.00	16,796,807.00	19,571,559.00	13,237,654.00	6,421,363.00	9,420,260.00	28,415,957.00	63,315,493.00	35,502,637.00	128,076,906.00	168,496,162.00	260,694,520.00	810,796,658.00	
Interest payables to related parties/Amount	2,901,673.00	159,573,141.00	483,219,978.00	758,949,004.00	69,895,904.00	171,727,290.00	359,417,555.00	623,198,688.00	776,150,252.00	327,719,573.00	410,167,275.00	886,548,864.00	2,032,120,008.00	
Interest bearing loans and borrowings														
Finance lease obligations														
Income tax payables														
Bank Overdraft														
Total Current Liabilities	2,901,673.00	176,370,000.00	642,791,537.00	777,186,658.00	743,317,267.00	1,001,147,550.00	1,008,613,308.00	1,437,759,663.00	1,151,650,889.00	455,796,509.00	578,363,437.00	1,147,243,384.00	2,842,916,666.00	
<b>Total Equity &amp; Liabilities</b>	30.00	146,293,700.00	221,173,018.00	274,643,410.00	1,511,207,822.00	1,438,530,914.00	1,730,984,806.00	1,930,193,875.00	2,010,950,546.00	2,428,661,883.00	3,602,671,091.00	3,821,489,957.00	3,844,074,341.00	

**CASH FLOW STATEMENTS for the year ended 31st March in each year**

Year	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
<b>CF from Operational Activities</b>													
<b>Net Profit/Loss before taxation</b>	(67,170,605.00)	(211,542,270.51)	(267,605,793.21)	(119,503,600.00)	(205,807,485.00)	(451,942,585.00)	(553,815,309.00)	(227,583,099.00)	(900,449,401.00)	(962,357,558.00)	(1,342,896,332.00)	(1,814,145,920.00)	(1,430,139,696.00)
Adjustment for													
Interest Income							(1,136,846.00)	(431,779.00)	(1,050,297.00)	(38,302.00)	(30,210.00)	(37,462.00)	(37,798,302.00)
Amortization of leasehold rights							9,800,000.00	9,800,000.00	9,800,000.00	9,800,000.00	9,800,000.00	9,800,000.00	9,800,000.00
Impairment of related party receivables							8,591,844.00						
Impairment of farmer loan							1,913,941.00	3,390,558.00	5,001,887.00	5,559,643.00	9,762,172.00	9,762,172.00	1,969,288.00
Amortization intangible assets							796,528.00	86,988.00	91,111.00	48,265.00	340,297.00	524,357.00	836,472.00
Loss on disposal of plant & machinery							(355,192.00)						
Gain on change of Fairvalue of Biological assets							23,738,614.00	41,565,767.00	54,194,967.00	44,558,855.00	36,199,707.00	33,877,450.00	33,452,681.00
Depreciation/Amortization Equipments Infrastructure							114,655,571.00	121,934,472.00	129,740,462.00	158,138,250.00	185,070,757.00	251,874,884.00	229,897,851.00
Development							3,389,449.00	4,840,940.00	6,851,974.00	7,761,632.00	9,397,592.00	11,386,135.00	13,239,429.00
Depreciation-PPE							496,285,323.00	529,945,560.00	537,543,656.00	747,416,480.00	1,193,519,762.00	1,803,529,762.00	2,093,733,282.00
Gratuity provision													115,789.00
Interest expense													3,497,122.00
Provision for doubtful debts													
Provision for ENA transfer loss													
<b>Operating profit/loss before WC changes</b>	(66,075,976.00)	(206,972,910.05)	(266,006,150.21)	(118,032,139.00)	(18,759,414.00)	(121,171,873.00)	(104,219,115.00)	(483,194,215.00)	(158,275,641.00)	(10,887,265.00)	(91,359,573.00)	(306,571,381.00)	(918,603,864.00)
<b>Working Capital Changes</b>													
Inventories	(9,792,732.00)	(8,585,967.42)	5,246,269.00	(12,745,711.00)	(3,308,669.00)	(71,948,841.00)	9,482,005.00	(32,226,917.00)	(248,461,935.00)	(59,178,967.00)	(306,536,064.00)	(194,282,041.00)	150,544,789.00
Biological Assets	(25,283,354.00)	(28,124,143.36)	5,780,355.00	(9,032,834.00)	(46,570,812.00)	(5,447,437.00)	2,890,658.00	50,729,326.00	1,571,204.00	(6,443,056.00)	1,465,571.00	6,202,051.00	(8,364,339.00)
Loans given to farmers	(17,729,538.00)	14,885,363.85	1,501,715.00	(80,495,475.00)	55,799,781.00	(31,213,174.00)	(110,173,174.00)	(96,933,773.00)	19,507,214.00	(85,151,733.00)	27,563,325.00	(135,649,870.00)	(126,414,072.00)
Trade & other receivables - pre payments				(47,461,178.00)	(2,520,866.00)	(4,193,789.00)	(348,296.00)	(95,032.00)	110,387,208.00	(74,505,013.00)	103,107,722.00	40,024,781.00	(13,895,863.00)
Amounts due from related parties	196,671,468.00	283,646,837.13	275,729,026.00	100,366,042.00	101,867,387.00	187,690,269.00	187,690,269.00	187,690,269.00	(195,032.00)	(587,915.00)	(995,709.00)	(381,566.00)	(327,774.00)
Amounts due to related parties	16,792,807.00	2,774,752.20	(6,333,903.00)	(6,816,291.00)	2,998,898.00	18,995,707.00	37,762,096.00	(27,812,855.00)	92,574,269.00	(51,381,717.00)	91,800,973.00	5,154,264.00	(269,272,242.00)
Trade & other payables													430,310,473.00
Cash generated from Operating	94,582,675.00	57,623,932.35	215,917,311.79	(10,217,586.00)	89,506,305.00	(150,093,025.00)	(76,857,975.00)	382,395,724.00	(182,790,713.00)	(286,351,136.00)	105,469,874.00	119,837,358.00	1,081,234,837.00
Interest paid													(840,770,621.00)
Interest received													(7,802,103.00)
Return gratuity paid													(13,920,476.00)
Income Tax													
<b>Net Cash Flow from / (used in) Operating Activities</b>	94,582,675.00	57,623,932.35	210,091,117.99	(56,930,626.00)	(87,457,423.00)	(467,594,987.00)	(313,297,125.00)	9,937,106.00	(1,173,364,259.00)	(940,236,498.00)	(717,487,174.00)	(652,607,882.00)	218,731,637.00
<b>Cash flow from investing activities</b>													
Interest income received	(85,346,865.87)	(64,278,502.22)	(51,589,130.00)	(11,022,741.00)	(9,622,865.00)	(15,279,736.00)	1,136,846.00	431,779.00	1,050,297.00	38,302.00	30,210.00	37,462.00	37,798,302.00
Acquisition of property, plant and equipment													(94,897,563.00)
Acquisition of intangible assets													(49,680.00)
Additions to infrastructure development													(27,716,593.00)
Investments in capital work-in-progress													(1,031,121.00)
Purchase of Shares	(11,412.00)												
<b>Net Cash used in Investing Activities</b>	(85,358,277.87)	(64,267,090.28)	(51,589,130.00)	(98,464,901.00)	(394,254,631.00)	(157,131,000.00)	(115,118,283.00)	(1,850,040,061.00)	(466,210,142.00)	(715,756,558.00)	(500,736,247.00)	(206,893,182.00)	(85,886,654.00)
<b>Cash flow from financing activities</b>													
STL Obtained													
New lease obtained													
Lease/Lease repayment													
Receipts from borrowings - related companies													
Repayment of borrowings - related parties													
Receipts from borrowings - non related companies													
Repayment of borrowings - non - related parties													
Receipts from borrowings													
Repayment of borrowings													
<b>Net Cash used in Financing Activities</b>			50,000,000.00	710,000,000.00	54,906,711.00	580,967,461.00	334,593,292.00	90,700,100.00	1,605,036,541.00	1,623,989,739.00	1,306,953,880.00	811,245,790.00	64,198,824.00
<b>Net Change in Cash &amp; Cash Equivalents during the year</b>	9,224,397.13	(6,643,157.93)	19,419,881.79	444,604,473.00	(426,905,343.00)	(43,758,526.00)	(94,822,076.00)	(84,407,855.00)	(34,009,317.00)	88,730,459.00	88,730,459.00	(48,255,274.00)	197,043,807.00
<b>Cash &amp; Cash Equivalents at beginning of the year</b>			2,581,239.20	22,001,120.99	466,605,593.99	39,800,250.99	466,605,593.99	39,800,250.99	39,800,250.99	39,800,250.99	39,800,250.99	39,800,250.99	39,800,250.99
<b>Cash &amp; Cash Equivalents at end of the year</b>	9,224,397.13	2,581,239.20	22,001,120.99	466,605,593.99	39,800,250.99	39,800,250.99	39,800,250.99	39,800,250.99	39,800,250.99	39,800,250.99	39,800,250.99	39,800,250.99	39,800,250.99

LOAN DETAILS OF GALOYA PLANTATIONS (PVT) LTD

Intrest Rate %	Institution	Amount(As per Agreement) Rs	Received Amount Rs
26.00	CLC	128,000,000.00	128,000,000.00
	CLC	50,000,000.00	50,000,000.00
	CLC	25,000,000.00	25,000,000.00
<b>Total</b>		<b>203,000,000.00</b>	<b>203,000,000.00</b>
24.00	LOLC	175,312,889.00	175,312,889.00
	LOLC	152,500,000.00	152,500,000.00
	Browns	118,377,555.00	118,377,555.00
	Browns	217,500,000.00	217,500,000.00
	LOLC Factors	90,000,000.00	260,478,754.00
	LOLC Factors	175,000,000.00	483,606,974.00
	LOLC Factors	100,000,000.00	348,490,755.00
<b>Total</b>		<b>1,028,690,444.00</b>	<b>1,756,266,927.00</b>
23.00	CLC	94,000,000.00	94,000,000.00
	CLC	50,000,000.00	50,000,000.00
<b>Total</b>		<b>144,000,000.00</b>	<b>144,000,000.00</b>
22.00	LOLC Factors	500,000,000.00	600,000,000.00
	LOLC Factors	500,000,000.00	498,000,000.00
<b>Total</b>		<b>1,000,000,000.00</b>	<b>1,098,000,000.00</b>
21.00	LOLC	500,000,000.00	1,022,000,000.00
	LOLC Factors	180,000,000.00	229,864,261.00
	LOLC Factors	53,000,000.00	53,000,000.00
	LOLC Factors	28,332,000.00	28,332,000.00
<b>Total</b>		<b>761,332,000.00</b>	<b>1,333,196,261.00</b>
20.00	SAKYA CAPITAL	500,000,000.00	500,000,000.00
<b>Total</b>		<b>500,000,000.00</b>	<b>500,000,000.00</b>
19.00	CTT	650,000,000.00	650,000,000.00
<b>Total</b>		<b>650,000,000.00</b>	<b>650,000,000.00</b>
18.00	LOLC	11,025,153.00	11,025,153.00
	LOLC Factors	150,000,000.00	623,488,000.00
<b>Total</b>		<b>161,025,153.00</b>	<b>634,513,153.00</b>
17.5	Bank Of ceylon	210,000,000.00	210,000,000.00
<b>Total</b>		<b>210,000,000.00</b>	<b>210,000,000.00</b>
15.00	Seylan Bank	207,000,000.00	207,000,000.00
	LOLC	250,000,000.00	250,000,000.00
	LOLC Factors	615,000,000.00	1,354,575,366.00
	LOLC Factors	200,000,000.00	183,840,596.00
	CLC	250,000,000.00	250,000,000.00
	SAKYA CAPITAL	1,000,000,000.00	1,000,000,000.00
<b>Total</b>		<b>2,522,000,000.00</b>	<b>3,245,415,962.00</b>
14.50	Seylan Bank	440,000,000.00	440,000,000.00
	Seylan Bank	182,000,000.00	182,000,000.00
<b>Total</b>		<b>622,000,000.00</b>	<b>622,000,000.00</b>
13.75	Peoples Bank	300,000,000.00	300,000,000.00
<b>Total</b>		<b>300,000,000.00</b>	<b>300,000,000.00</b>
13.62	Peoples Bank	200,000,000.00	200,000,000.00
<b>Total</b>		<b>200,000,000.00</b>	<b>200,000,000.00</b>
13.50	Seylan Bank	100,000,000.00	100,000,000.00
<b>Total</b>		<b>100,000,000.00</b>	<b>100,000,000.00</b>
13.5	Peoples Bank	450,000,000.00	450,000,000.00
<b>Total</b>		<b>450,000,000.00</b>	<b>450,000,000.00</b>
12.50	Seylan Bank	300,000,000.00	300,000,000.00
<b>Total</b>		<b>300,000,000.00</b>	<b>300,000,000.00</b>
10.40	LOLC	750,000,000.00	750,000,000.00
<b>Total</b>		<b>750,000,000.00</b>	<b>750,000,000.00</b>
10.00	Bank Of ceylon	85,588,100.00	85,830,800.00
<b>Total</b>		<b>85,588,100.00</b>	<b>85,830,800.00</b>
7	Peoples Bank	150,000,000.00	150,000,000.00
	HNB	919,995,617.00	916,775,617.00
	LOLC	50,000,000.00	50,000,000.00
<b>Total</b>		<b>1,119,995,617.00</b>	<b>1,116,775,617.00</b>
6.50	Bank Of ceylon	51,484,816.00	50,927,371.00
<b>Total</b>		<b>51,484,816.00</b>	<b>50,927,371.00</b>
<b>Grand Total</b>		<b>11,159,116,130.00</b>	<b>13,749,926,091.00</b>

Related Party Loan & Interest

Party	Intrest Rate %	Amount(As per Agreement) Rs	Received Amount Rs	Amount Rs	%
RELATED	26.00	203,000,000.00	203,000,000.00		
	24.00	1,028,690,444.00	1,756,266,927.00		
	23.00	144,000,000.00	144,000,000.00		
	22.00	1,000,000,000.00	1,098,000,000.00		
	21.00	761,332,000.00	1,333,196,261.00		
	20.00	500,000,000.00	500,000,000.00	<b>5,034,463,188.00</b>	20%-26.5%
	19.00	650,000,000.00	650,000,000.00		
	18.00	161,025,153.00	634,513,153.00		
	15.00	2,522,000,000.00	3,245,415,962.00		
	14.50	622,000,000.00	622,000,000.00		
	13.50	100,000,000.00	100,000,000.00		
	12.50	300,000,000.00	300,000,000.00		
	10.40	750,000,000.00	750,000,000.00		
	7.00	50,000,000.00	50,000,000.00	<b>6,351,929,115.00</b>	7%-19%
	<b>Total</b>		<b>8,792,047,597.00</b>	<b>11,386,392,303.00</b>	<b>11,386,392,303.00</b>
NON-RELATED	17.50	210,000,000.00	210,000,000.00		
	13.75	300,000,000.00	300,000,000.00		
	13.62	200,000,000.00	200,000,000.00		
	13.50	450,000,000.00	450,000,000.00		
	10.00	85,588,100.00	85,830,800.00		
	7.00	1,069,995,617.00	1,066,775,617.00		
	6.50	51,484,816.00	50,927,371.00		
	<b>Total</b>		<b>2,367,068,533.00</b>	<b>2,363,533,788.00</b>	<b>2,363,533,788.00</b>
<b>GRAND TOTAL</b>		<b>11,159,116,130.00</b>	<b>13,749,926,091.00</b>	<b>13,749,926,091.00</b>	



Loans from the LOLC Factors

Loan Name		LOLC Factors- Discount Facility 1606		
Year	Obtained	Repayment	Interest charged	Rate
2012/13	95,688,754.00	5,688,754.00	5,565,981.00	24.0%
2013/14			21,806,769.00	24.0%
2014/15	33,000,000.00		20,360,769.00	23.0%
2015/16			26,545,380.00	18.0%
2016/17	131,790,000.00	135,000,000.00	29,840,847.00	18.0%
2017/18			33,960,040.00	22.5%
2018/19			39,776,224.00	22.5%
2019/20			42,438,692.00	22.5%
<b>Total</b>	<b>260,478,754.00</b>	<b>140,688,754.00</b>	<b>220,294,702.00</b>	

Loan Name		LOLC Factors- Discount Facility 1615		
Year	Obtained	Repayment	Interest charged	Rate
2012/13	52,016,974.00	2,016,974.00	1,960,135.00	24.0%
2013/14			12,117,403.00	24.0%
2014/15	10,000,000.00		10,359,589.00	23.0%
2015/16	155,100,000.00		16,216,876.00	18.0%
2016/17	266,490,000.00	245,250,000.00	56,039,537.00	18.0%
2017/18			66,716,809.00	22.5%
2018/19			77,956,145.00	22.5%
2019/20			87,218,569.00	22.5%
<b>Total</b>	<b>483,606,974.00</b>	<b>247,266,974.00</b>	<b>328,585,063.00</b>	

Loan Name		LOLC Factors- Discount Facility 1619		
Year	Obtained	Repayment	Interest charged	Rate
2012/13	95,937,812.00		839,755.00	24.0%
2013/14	3,472,943.00		24,147,527.00	24.0%
2014/15	37,000,000.00		21,683,829.00	23.0%
2015/16	55,000,000.00	58,741,379.00	25,215,166.00	18.0%
2016/17	157,080,000.00	157,500,000.00	33,523,731.00	18.0%
2017/18			38,035,598.00	22.5%
2018/19			44,408,910.00	22.5%
2019/20			58,201,835.00	22.5%
<b>Total</b>	<b>348,490,755.00</b>	<b>216,241,379.00</b>	<b>246,056,351.00</b>	

Loan Name		LOLC Factors- Discount Facility 1619/C3		
Year	Obtained	Repayment	Interest charged	Rate
2015/16	413,488,000.00	210,612,766.00	31,574,668.00	18.0%
2016/17	210,000,000.00	213,100,000.00	44,420,742.00	18.0%
2017/18			51,203,234.00	22.5%
2018/19			56,783,615.00	22.5%
2019/20			68,364,178.00	22.5%
<b>Total</b>	<b>623,488,000.00</b>	<b>423,712,766.00</b>	<b>252,346,437.00</b>	

Loan Name		LOLC Factors- Discount Facility 1619/C4		
Year	Obtained	Repayment	Interest charged	Rate
2016/17	600,000,000.00		45,488,599.00	22.0%
2017/18			148,751,265.00	22.5%
2018/19			164,456,783.00	22.5%
2019/20			193,566,453.00	22.5%
<b>Total</b>	<b>600,000,000.00</b>	<b>-</b>	<b>552,263,100.00</b>	

Loan Name		LOLC Factors- Discount Facility 1619/C5		
Year	Obtained	Repayment	Interest charged	Rate
2016/17	298,000,000.00		7,651,266.00	22.5%
2017/18	200,000,000.00		123,658,163.00	22.5%
2018/19			149,515,578.00	22.5%
2019/20			195,043,492.00	22.5%
<b>Total</b>	<b>498,000,000.00</b>	<b>-</b>	<b>475,868,499.00</b>	

Loan Name		LOLC Factoring - (180Mn/229Mn)		
Year	Obtained	Repayment	Interest charged	Rate
2013/14	98,667,412.00		1,186,730.00	21.0%
2014/15	81,921,833.00		31,066,933.00	18.0%
2015/16			34,086,670.00	18.0%
2016/17			33,222,484.00	18.0%
2017/18			32,399,995.00	18.0%
2018/19			65,230,289.00	18.0%
2019/20	49,275,016.00		69,663,097.00	18.0%
<b>Total</b>	<b>229,864,261.00</b>	<b>-</b>	<b>266,856,198.00</b>	

Loan Name		LOLC Factoring - Distillery Loan (615Mn/1800Mn)		
Year	Obtained	Repayment	Interest charged	Rate
2013/14				
2014/15	228,676,314.00		4,989,020.00	12.0%
2015/16	313,002,923.00	75,000,000.00	42,442,430.00	15.0%
2016/17	100,000,000.00		112,400,815.00	15.0%
2017/18	4,587,008.00		92,695,162.00	18.0%
2018/19		4,587,008.00	256,587,063.00	18.0%
2019/20	708,309,121.00		320,087,630.00	18.0%
<b>Total</b>	<b>1,354,575,366.00</b>	<b>79,587,008.00</b>	<b>829,202,120.00</b>	

Loan Name		LOLC Factoring - Distillery Loan (200Mn)		
Year	Obtained	Repayment	Interest charged	Rate
2016/17	183,840,596.00		6,985,484.00	15.0%
2017/18			27,607,534.00	15.0%
2018/19			43,453,022.00	15.0%
2019/20			45,018,171.00	15.0%
<b>Total</b>	<b>183,840,596.00</b>	<b>-</b>	<b>123,064,211.00</b>	

Loan Type	Obtained	Repayment Capital	Interest Charged	Interest rates
LOLC Factors- Discount Facility 1606	260,478,754.00	140,688,754.00	220,294,702.00	24%,18%,22%
LOLC Factors- Discount Facility 1615	483,606,974.00	247,266,974.00	328,585,063.00	24%,23%,18%,22.5%
LOLC Factors- Discount Facility 1619	348,490,755.00	216,241,379.00	246,056,351.00	18%,22.5%
LOLC Factors- Discount Facility 1619/C3	623,488,000.00	423,712,766.00	252,346,437.00	18%,22.5%
LOLC Factors- Discount Facility 1619/C4	600,000,000.00	-	552,263,100.00	22%,22.5%
LOLC Factors- Discount Facility 1619/C5	498,000,000.00	-	475,868,499.00	22.50%
LOLC Factoring - (180Mn/229Mn)	229,864,261.00	-	266,856,198.00	21%,18%,24%
LOLC Factoring - Distillery Loan (615Mn/1800Mn)	1,354,575,366.00	79,587,008.00	829,202,120.00	12%,15%
LOLC Factoring - Distillery Loan (200Mn)	183,840,596.00	-	123,064,211.00	15%
<b>Total</b>	<b>4,582,344,706.00</b>	<b>1,107,496,881.00</b>	<b>3,294,536,681.00</b>	

Discounting Facility	2,814,064,483.00	1,027,909,873.00	2,075,414,152.00	24%-18%
Other	1,768,280,223.00	79,587,008.00	1,219,122,529.00	12%-15%
<b>Total</b>	<b>4,582,344,706.00</b>	<b>1,107,496,881.00</b>	<b>3,294,536,681.00</b>	

ගල්මය වැව් (පුද්) සමාගම - පොළී පිරිවැය රු.

Year	LOLC	BROWN & Co	LOLC Factors	CLC	Saakya Capital	LOLC Finance	CTT	Rahul Capital	PB	BOC	Sevlan	HNB(SAPP)
2006/07												
2007/08												
2008/09												
2009/10	961,643	28,158,371	8,365,871	33,035,848								
2010/11	93,442,746	42,426,429	59,258,429	51,911,002						40,127,819		
2011/12	134,314,035	42,426,429	88,460,140	17,132,389						45,062,471		
2012/13	170,268,794	127,624,275	176,081,190	38,123,289						29,623,433		
2013/14	202,050,895	125,229,719	176,081,190	49,581,017						21,326,895		
2014/15	173,051,928	101,665,177	615,027,800	53,712,588						12,083,077		
2015/16	85,442,494	117,353,256	898,167,629	47,359,252						34,167,611		
2016/17	105,397,860	111,632,714	1,079,602,117	290,855,385.00						26,447,826		
2017/18	101,460,220	133,349,133	3,294,536,681.00	290,855,385.00						18,449,454		
2018/19	176,794,325	135,103,343	1,014,897,476.00	3,294,536,681.00						170,882		
2019/20	225,097,927			1,079,602,117						8,412,381		
<b>Total</b>	<b>1,468,282,867.00</b>	<b>1,014,897,476.00</b>	<b>3,294,536,681.00</b>	<b>290,855,385.00</b>	<b>1,170,086,745.00</b>	<b>29,877,132.00</b>	<b>160,403,734.00</b>	<b>123,500,004.00</b>	<b>216,352,851.00</b>	<b>102,724,645.00</b>	<b>56,145,381.00</b>	<b>45,013,947.00</b>

GOPI විසින් ලබා ගත් ණය සඳහා පොළී ගෙවීම්	ප්‍රමාණය රු.
LOLC	1,468,282,867.00
BROWN & Co	1,014,897,476.00
LOLC Factors	3,294,536,681.00
CLC	290,855,385.00
Saakya Capital	1,170,086,745.00
LOLC Finance	29,877,132.00
CTT	160,403,734.00
Rahul Capital	123,500,004.00
Sevlan	56,145,381.00
<b>2009/10-2019/20 කාලය තුළ ගෙවීම් සඳහා ඇතුළත් වූ ප්‍රමාණය</b>	<b>7,608,585,405.00</b>
වෙතින් ගත් ණය සඳහා අය කරන ලද පොළී රු.	
PB	216,352,851.00
BOC	102,724,645.00
HNB(SAPP)	45,013,947.00
<b>2009/10-2019/20 කාලය තුළ අය කරන ලද පොළී රු.</b>	<b>364,091,443.00</b>
<b>2009/10-2019/20 කාලය තුළ ලබා ගෙන ඇති ණය සඳහා අය කරන ලද මුළු පොළී පිරිවැය රු.</b>	<b>7,972,676,848.00</b>

මල් මාසයේ වර්ෂාවේ (පුද්ගලික) සමාගම - මුද්‍රා ප්‍රකාශන සංරචක (2006/07 සිට 2019/20 මුද්‍රා වර්ෂය දක්වා)

INCOME STATEMENT SUMMARY for the year ended 31st March in each year

Year	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
GP														
Other Income		1,969,547.80	658,327.00	416,057.00	450.00		787,021.00	1,114,025.00	1,044,720.00	1,044,720.00	261,430.00	3,000.00	3,000.00	
GP+Other Income		1,969,547.80	658,327.00	416,057.00	450.00		787,021.00	1,114,025.00	1,044,720.00	1,044,720.00	261,430.00	3,000.00	3,000.00	
Administration	(6,069.00)	(6,545,081.75)	(23,425,161.00)	(11,693,094.00)	(6,759,993.00)	(8,869,674.00)	(3,211,703.00)	(2,545,280.00)	(2,355,987.00)	(917,729.00)	(856,558.00)	(400,008.00)	(393,709.00)	(329,020.00)
Profit/Loss Before Interest & Tax	(6,069.00)	(4,575,533.95)	(22,766,834.00)	(11,277,037.00)	(6,759,543.00)	(8,869,674.00)	(2,424,682.00)	(1,431,255.00)	(1,311,267.00)	(126,991.00)	(595,128.00)	(397,008.00)	(393,709.00)	(329,020.00)
Finance Income														
Finance Expenses	(107,582.84)	(4,908,857.36)	(3,421,610.00)	(1,276,065.00)	(623,785.00)	(92,863.00)	(467,004.00)	(519,996.00)	(372,587.00)	(183,770.00)	(10,523.00)	(10,523.00)	(1,100.00)	(1,650.00)
Net Fin. Exp.	(107,582.84)	(4,908,857.36)	(3,421,610.00)	(1,276,065.00)	(623,785.00)	(92,863.00)	(467,004.00)	(519,996.00)	(372,587.00)	(183,770.00)	(10,523.00)	(10,523.00)	(1,100.00)	(1,650.00)
Profit/Loss After Interest	(113,651.84)	(9,484,391.31)	(26,188,444.00)	(12,553,102.00)	(7,383,328.00)	(8,962,537.00)	(2,891,686.00)	(1,951,251.00)	(1,683,854.00)	(56,779.00)	(605,651.00)	(397,008.00)	(394,809.00)	(330,670.00)
Income Tax Expenses		(452,553.00)	(152,982.00)	(91,551.00)	(45.00)			(16,790.00)	(5,911.00)	(6,825.00)		(4,656.00)		
Profit/Loss for the year	(113,651.84)	(9,936,944.31)	(26,341,426.00)	(12,644,653.00)	(7,383,373.00)	(8,962,537.00)	(2,891,686.00)	(1,968,041.00)	(1,689,765.00)	(63,604.00)	(605,651.00)	(401,664.00)	(394,809.00)	(330,670.00)

**STATEMENT OF FINANCIAL POSITION / BALANCE SHEET as at 31st March in each year**

Year	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
<b>ASSETS</b>														
Non Current Assets														
PPE		232,925,79	16,597,671.00	11,068,683.00	11,666,830.00	4,583,152.00	5,817,518.00	3,387,572.00	1,128,467.00	303,198.00				
Investing in Shares			11,412.00	11,412.00	11,412.00	11,412.00	11,412.00							
<b>Total Non Current Assets</b>		<b>232,925,79</b>	<b>16,609,083.00</b>	<b>11,080,095.00</b>	<b>11,678,242.00</b>	<b>4,594,564.00</b>	<b>5,828,930.00</b>	<b>3,387,672.00</b>	<b>1,128,467.00</b>	<b>303,198.00</b>				
<b>Current Assets</b>														
Other Financial Assets/other Investment														
Pre-Payment - Insurance														
Income tax recoverable														
Taprobane Holdings Limited - Loan Account														
Subscriber Shares	1,000.00	5,109,484.83	1,000.00											
Cash & Cash equivalents		655,039.77	3,059,360.00	126,003.00	146,203.00	162,703.00	6,167,035.00	6,368,322.00	366,022.00	364,385.00	363,134.00	363,134.00	363,134.00	363,134.00
Amounts due from related parties		2,901,673.00	199,573,141.52	483,219,979.00	758,949,005.00									
<b>Total Current Assets</b>		<b>2,902,673.00</b>	<b>205,338,666.12</b>	<b>486,279,339.00</b>	<b>759,075,008.00</b>	<b>162,703.00</b>	<b>6,167,035.00</b>	<b>6,370,272.00</b>	<b>367,972.00</b>	<b>365,635.00</b>	<b>388,272.00</b>	<b>387,317.00</b>	<b>386,217.00</b>	<b>384,567.00</b>
<b>Total Assets</b>		<b>2,902,673.00</b>	<b>205,571,591.91</b>	<b>502,888,422.00</b>	<b>770,155,103.00</b>	<b>4,757,267.00</b>	<b>11,995,965.00</b>	<b>9,757,944.00</b>	<b>1,496,439.00</b>	<b>668,833.00</b>	<b>388,272.00</b>	<b>387,317.00</b>	<b>386,217.00</b>	<b>384,567.00</b>
<b>EQUITY &amp; LIABILITIES</b>														
<b>Capital &amp; Reserves</b>														
Stated Capital	1,000.00	1,000.00	20,000,000.00	20,000,000.00	20,001,000.00	20,001,000.00	26,001,000.00	26,001,000.00	26,001,000.00	26,001,000.00	26,001,000.00	26,001,000.00	26,001,000.00	26,001,000.00
Shares pending allotment														
Retained Earnings	(113,651.84)	(10,050,596.15)	(36,392,023.00)	(49,036,677.00)	(56,420,049.00)	(65,382,586.00)	(96,191,334.00)	(38,159,376.00)	(38,849,140.00)	(39,812,744.00)	(40,518,394.00)	(40,920,058.00)	(41,314,867.00)	(41,645,536.00)
<b>Total Equity</b>	<b>(112,651.84)</b>	<b>189,950,403.85</b>	<b>(16,392,023.00)</b>	<b>(29,036,677.00)</b>	<b>(36,419,049.00)</b>	<b>(45,381,586.00)</b>	<b>(10,190,334.00)</b>	<b>(12,158,376.00)</b>	<b>(13,848,140.00)</b>	<b>(13,911,744.00)</b>	<b>(14,517,394.00)</b>	<b>(14,919,058.00)</b>	<b>(15,313,867.00)</b>	<b>(15,644,536.00)</b>
<b>Non Current Liabilities</b>														
Interest bearing loans & borrowings														
Retirement benefit obligations														
Vehicle loan														
Finance lease obligations														
<b>Total Non Current Liabilities</b>														
<b>Current Liabilities</b>														
Interest payables to related parties														
Vehicle loan														
Loans & Borrowings														
Finance Lease Obligation														
Trade Payable-Other Payable														
Income tax payables/(T refund due)														
Accrued expenses	4,000.00	661,037.67	152,982.00	62,319.00	(4,658.00)	(4,658.00)	(4,658.00)	12,133.00	1,253.00	2,169.00				
Taprobane Holding Loan A/C														
Bank Overdraft	3,011,324.84	14,960,150.39	2,241,427.00											
<b>Total Current Liabilities</b>	<b>3,015,324.84</b>	<b>15,621,188.06</b>	<b>131,295,654.00</b>	<b>321,675,644.00</b>	<b>48,243,494.00</b>	<b>50,138,853.00</b>	<b>20,402,540.00</b>	<b>20,610,403.00</b>	<b>14,948,020.00</b>	<b>14,580,577.00</b>	<b>14,905,666.00</b>	<b>15,306,375.00</b>	<b>15,700,083.00</b>	<b>16,029,103.00</b>
<b>Total Equity &amp; Liabilities</b>	<b>2,902,673.00</b>	<b>205,571,591.91</b>	<b>502,888,422.00</b>	<b>770,155,103.00</b>	<b>11,824,445.00</b>	<b>4,757,267.00</b>	<b>11,995,965.00</b>	<b>9,757,944.00</b>	<b>1,496,439.00</b>	<b>668,833.00</b>	<b>388,272.00</b>	<b>387,317.00</b>	<b>386,216.00</b>	<b>384,567.00</b>

**CASH FLOW STATEMENTS for the year ended 31st March in each year**

Year	31/03/2008	31/03/2009	31/03/2010	31/03/2011	31/03/2012	31/03/2013	31/03/2014	31/03/2015	31/03/2016	31/03/2017	31/03/2018	31/03/2019	31/03/2020 (Draft)
CF from Operational Activities													
Net Profit/Loss before taxation	(9,484,391.31)	(26,188,345.00)	(12,555,103.00)	(7,383,327.00)	(6,942,537.00)	(2,891,686.00)	(1,951,251.00)	(1,685,854.00)	(56,778.00)	(605,651.00)	(397,008.00)	(984,805.00)	(330,670.00)
Adjustment for													
Interest Income	(1,969,547.80)	(658,327.00)	(416,057.00)	(450.00)		468,254.00	519,596.00	372,587.00	183,770.00	10,523.00			
Interest Expense	4,704,861.84	3,421,610.00	1,125,216.00	623,785.00	623,785.00	2,048,634.00	2,429,847.00	2,259,205.00	825,270.00	303,196.00			
Depreciation	9,684.21	5,526,175.00	5,528,988.00	5,659,353.00	7,083,677.00		9,462.00		700.00				
Impairment of investment													
Goodwill provision		280,000.00	(280,000.00)	1,000.00						(250.00)			
Adjustment for Stated Capital												1,100.00	1,650.00
Change in fair value of investment				17,907.00									
Adjustment to loans and borrowings													
<b>Operating profit/loss before WC changes</b>	<b>(6,739,093.06)</b>	<b>(17,618,887.00)</b>	<b>(6,594,956.00)</b>	<b>(1,081,732.00)</b>	<b>(1,878,866.00)</b>	<b>(374,793.00)</b>	<b>1,008,054.00</b>	<b>947,531.00</b>	<b>952,962.00</b>	<b>(292,180.00)</b>	<b>(480,006.00)</b>	<b>(993,709.00)</b>	<b>(329,020.00)</b>
Working Capital Changes													
Loans given to farmers													
Trade & other receivables - pre payments				758,949,005.00	2,520,865.00	1,808,045.00	348,296.00	(5,895,728.00)	93,032.00	(18,982.00)	(702.00)		
Amounts due to related parties				(270,079,363.00)						587,915.00	395,709.00	381,565.00	327,774.00
Amounts due to related parties													
Accrued Expenses	204,484.67												
Tarobane Holding Ltd	(5,011,324.84)												
Tarobane Holding Loan A/C	(5,109,484.83)	5,109,485.00											
Trade & other payables	2,372,635.00	2,372,635.00	(1,336,623.00)	(1,175,529.00)	92,500.00	13,876.00	(110,342.00)	7,000.00	3,000.00	(10,000.00)	5,000.00	12,143.00	1,246.00
Cash generated from Operating	(211,326,886.58)	(293,783,704.00)	(283,660,605.00)	486,612,381.00	734,506.00	1,447,123.00	1,246,008.00	(4,940,790.00)	1,048,994.00	266,753.00	(1.00)	(1.00)	
Income tax paid		(452,553.00)	(182,214.00)	(67,022.00)		(468,254.00)		(15,790.00)	(5,911.00)	(6,625.00)			
Interest paid				(623,785.00)				(372,587.00)	(185,770.00)				
<b>Net Cash flow from / (used in) Operating Activities</b>	<b>(211,326,886.58)</b>	<b>(294,236,257.00)</b>	<b>(283,842,819.00)</b>	<b>485,921,574.00</b>	<b>734,506.00</b>	<b>978,869.00</b>	<b>1,246,008.00</b>	<b>(5,330,167.00)</b>	<b>859,313.00</b>	<b>259,928.00</b>	<b>(1.00)</b>	<b>(1.00)</b>	<b>-</b>
Cash flow from investing activities													
Interest income received	1,969,547.80	658,327.00	416,057.00	450.00									
Interest expense	(4,704,861.84)	(3,421,610.00)	(1,125,216.00)	(623,785.00)	(623,785.00)	(2,048,634.00)	(2,429,847.00)	(2,259,205.00)	(825,270.00)	(303,196.00)			
Purchase property, plant and equipment	(242,810.00)			(6,257,500.00)		(658,000.00)							
Investment in shares	(11,412.00)												
<b>Net Cash used in Investing Activities</b>	<b>(2,978,234.04)</b>	<b>(24,865,516.00)</b>	<b>416,057.00</b>	<b>(6,257,050.00)</b>	<b>-</b>	<b>(658,000.00)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Cash flow from financing activities													
Money received from the shares pending allotment													
proceeds from issue of shares	200,000,000.00												
lease payments						6,000,000.00							
Loan Obtained/repayment	334,024,916.00		283,860,049.00	(2,637,602.00)	(718,007.00)	(316,537.00)	(1,044,720.00)	(672,133.00)	(860,950.00)	(261,180.00)			
interest paid			(1,125,216.00)										
repayment to related parties				(277,006,722.00)									
<b>Net Cash flow from financing activities</b>	<b>200,000,000.00</b>	<b>334,024,916.00</b>	<b>282,734,833.00</b>	<b>(479,644,324.00)</b>	<b>(718,007.00)</b>	<b>5,683,463.00</b>	<b>(1,044,720.00)</b>	<b>(672,133.00)</b>	<b>(860,950.00)</b>	<b>(261,180.00)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Change in Cash &amp; Cash Equivalents during the year</b>	<b>(14,305,116.62)</b>	<b>15,123,043.00</b>	<b>(691,929.00)</b>	<b>20,200.00</b>	<b>16,495.00</b>	<b>6,004,332.00</b>	<b>201,288.00</b>	<b>(6,002,300.00)</b>	<b>(1,657.00)</b>	<b>(1,252.00)</b>	<b>(1.00)</b>	<b>(1.00)</b>	<b>-</b>
Cash & Cash Equivalents at beginning of the year		(14,305,116.62)	817,932.38	126,093.38	146,203.38	162,702.38	6,167,034.38	6,368,322.38	366,022.38	364,385.38	363,133.38	363,132.38	363,131.38
<b>Cash &amp; Cash Equivalents at end of this year</b>	<b>(14,305,116.62)</b>	<b>817,932.38</b>	<b>126,093.38</b>	<b>146,203.38</b>	<b>162,702.38</b>	<b>6,167,034.38</b>	<b>6,368,322.38</b>	<b>6,366,022.38</b>	<b>364,385.38</b>	<b>363,133.38</b>	<b>363,132.38</b>	<b>363,131.38</b>	<b>363,131.38</b>

**COMMERCIAL TRUST TECHNOLOGIES (PVT) LTD** Reg. No. PV 91520

447A, Union Place, Colombo 2.

**Letter of Offer**10<sup>th</sup> Nov 2017

Galoya Plantation (Pvt) Ltd.

Dear Sir / Madam,

**LOAN FACILITY - Rs. 650,000,000 /- (Rupees Six Hundred & Fifty Million Only)**

We refer to your request and have much pleasure in informing you that we are prepared to offer you a Loan Facility on the following terms and conditions :-

- A). Facility : Loan Facility  
 Amount : Up to Rs. 650,000,000/-  
 Term : 24 Months  
 Interest Rate : 19.00% p.a. OR such other interest rate or rates agreed between the parties

- B). PURPOSE  
 For financing working capital

C). REPAYMENT

- Interest shall be paid monthly on or before the twenty fifth (25th) day of each and every month with effect from the disbursement date.
- The capital payment due at the expiration of the facility shall be paid before the end of 24 Months.

True Copy

A. H. W. Madushan

A.H. Waruna Madushan  
 Head of HR & Administration  
 Galoya Plantations (Pvt) Ltd,  
 Hingurana.



D). OVERDUE INTEREST

Overdue interest will be charged @ 4% p.m. on any amounts outstanding after the date/s specified above.

E). TERMINATION FEE

In the event the principal amount borrowed or any part thereof is paid in advance of the date or dates as specified above there will be no commitment fee charged on the principal amount or portions thereof so paid.

F). GENERAL CONDITIONS

- i We reserve the right to include/pass on any new taxes/levies Imposed by the Government from time to time to you.
- ii You shall inform us forthwith of any material changes that may affect you.
- iii We reserve the right to withdraw the facility in event of any change in circumstances including but not limited to a material change in your controlling ownership / management.
- iv We reserve the right to alter and/or restructure the various limits detailed above.
- v The facilities hereunder shall be available to you only on perfection of the security documents.
- vi In addition to the above stated terms and conditions, the facility contained herein shall be subject to all clauses, terms and conditions stipulated in the other contractual documents already executed by you and any other documents which may be required to be executed by you in the future.
- vii Notwithstanding the term or the period specified for which this loan was granted. The said loan is repayable by you at any time **ON DEMAND** without previous notice to you.

viii All expenses, stamp duty, legal and other charges in this connection will be borne by you.

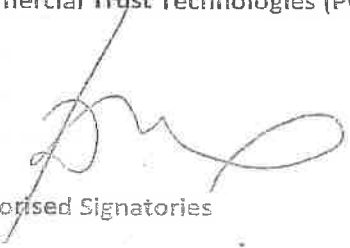
This offer is valid for a period of 30 days from the date herein mentioned.

Please confirm the understanding and acceptance of the terms and conditions under which this facility is granted.

We look forward to a mutually beneficial relationship.

Yours faithfully

**Commercial Trust Technologies (Pvt) Limited**



Authorised Signatories

## LOAN AGREEMENT

THIS AGREEMENT is made and entered into at Colombo on this 20<sup>th</sup> day of March 2017 between Gal-Oya Plantations (Pvt) Limited, a company incorporated under the laws of Democratic Socialist Republic of Sri Lanka bearing business Registration No. PV7601 and having its registered address at No 481, 01st Floor, T.B. Jayah Mw, Colombo-10, in the said republic (hereinafter sometimes called and referred to as the "the Obligor" which term or expression as herein used where the context so requires and admits shall mean and include the said Gal-Oya Plantations (Pvt) Limited their successors and assigns) of the ONE PART and Saakya Capital (Pvt) Limited, a company duly incorporated under the laws of Democratic Socialist Republic of Sri Lanka bearing business registration No. 78793 and having its registered office at No. 447A, Union Place, Colombo 02, (hereinafter called and referred to as "the Company" which term or expression as herein used where the context so requires or admits shall mean and include the said Saakya Capital (Pvt) Limited (its successors and assigns) of the OTHER PART.

WHEREAS the Obligor has requested the Company to lend and advance to the Obligor a sum of up to **Rs. 1,500,000,000/- (Rupees One Billion & Five Hundred Million Only)** of lawful money of Sri Lanka for the purpose of financing working capital which the Company has agreed to do on having the repayment thereof with interest secured upon the terms and conditions hereinafter stated and upon the Obligor entering into these presents.

IT IS HEREBY AGREED by and between the said Obligor of the One Part and the Company of the Other Part, as follows: -

1. The Company agrees to lend and advance to the Obligor a sum of up to **Rs. 1,500,000,000/- (Rupees One Billion & Five Hundred Million Only)** of lawful money of Sri Lanka as from the date of these presents to be repaid as herein stipulated.
2. The Obligor agrees to accept the said loan of up to **Rs. 1,500,000,000/- (Rupees One Billion & Five Hundred Million Only)** so lent and advanced.
3. The Obligor hereby agrees that the Company has lent and advanced to the Obligor the said sum of up to **Rs. 1,500,000,000/- (Rupees One Billion & Five Hundred Million Only)** the receipt whereof the Obligor doth admit and acknowledge.

  
A. H. Waruna Madushan

  
A.H. Waruna Madushan  
Head of Administration  
Gal Oya Plantations (Pvt) Ltd.

4. Obligor to bear interest payments, all expenses, stamp duty, legal and other charges in this connection for loan obtained from the Company.
5. The Obligor hereby covenants and agrees with the Company to repay the said sum so lent and advanced together with interest applicable on the loan obtained from the company or such other interest rate or rates agreed between the parties may from time to time be charged by the Company and any government taxes which may be imposed by the government from time to time and other charges thereon as per the following repayment pattern:

a) Facility No 01 – Existing Facility of LKR One Billion (LKR 01Bn) (Rollover)

- Interest shall be paid monthly on or before the 25<sup>th</sup> day of each and every month commencing on 25<sup>th</sup> April 2017 and ending on 25<sup>th</sup> April 2019.
- The capital payment due at the expiration of the facility shall be paid on or before the 25<sup>th</sup> April 2019 or be rolled over as may be decided by the Company.

b) Facility No 02 – New Facility of LKR Five Hundred Million (LKR 500Mn)

- Interest shall be paid monthly on or before the 25<sup>th</sup> day of each and every month commencing on 25<sup>th</sup> March 2017 and ending on 25<sup>th</sup> April 2019.
- The capital payment due at the expiration of the facility shall be paid on or before the 25<sup>th</sup> April 2019 or be rolled over as may be decided by the Company.

6. In the event of the Obligor defaulting in the payment of any sums aforesaid on the due date, the Obligor shall pay additional interest of Four per centum (4%) per mensem on the instalments in default from date of default until date of payment in full. Such interest shall accrue “from day to day”. This shall be without prejudice to the rights of the Company as herein set out.

~      ↓      \$

7. Any balance of account which may be found due by the Obligor to the company and of which said balance a statement of account in writing made out of the books of the company and signed and certified by the Finance Manager or Accountant of the company or by any other person who may be specially appointed for that purpose by the company thereof shall be sufficient in law and of conclusive proof without any other documents or vouchers to support the same.
8. If the Obligor defaults in making any payment due under these presents or commit a breach of any of the covenants herein contained or commit any act of bankruptcy or enter into a composition with their creditors or be declared or be in the process of being declared insolvent or bankrupt or the mortgaged property and or any part thereof or any property or assets of the Obligor are seized or taken under execution, the Company may call for immediate payment of the total amount outstanding under these presents and same shall become payable immediately notwithstanding anything to the contrary contained herein.
9. The Obligor shall until the full and final payment of the said loan of up to **Rs. 1,500,000,000/- (Rupees One Billion & Five Hundred Million Only)** together with the ~~interest and all other sums due,~~
- a. Deliver to the Company in the form and detail satisfactory to the Company all information called for by the Company in respect of any or all of the business of the said Obligor.
  - b. Deliver to the Company in the form and detail satisfactory to the Company financial statements of the said Obligor within Ninety (90) days after the close of each financial year.
10. In the event of the Obligor repaying the principal amount borrowed or any part thereof in advance of the date or dates as specified in this agreement, the Obligor shall pay the sum with no commitment fee of the principal amount or portions thereof so paid in advance.

4. 5. 6.

11. The Obligor agrees;

- i to pay the instalments/interest as agreed on the due date/on the dates mentioned in 5 above at the address of the Company mentioned before namely 447A, Union Place, Colombo 02.
- ii that the Company shall have absolute discretion to appropriate any payment received from the Obligor first towards compensation in respect of overdue interest, government taxes and other charges (if any) and the balance, if any, towards the said instalments.
- iii that the Company shall have absolute discretion to appropriate any payments received from the Obligor against this loan in respect of dues under other agreements with the Company under which the Obligor has obtained financial facilities.
- iv Obligor agrees that the Company is entitled to set off, utilise apply and/or appropriate any monies lying to the Obligor's credit in the books of the Company in any deposit or investment accounts or instruments or in any other form whatsoever whether in local or foreign currency against any arrears/overdue instalments, interests, charges etc as the company thinks fit, and the authority given to the Company on that behalf shall be irrevocable.
- v to furnish to the Company such other and further securities as may be required by the Company from time to time.

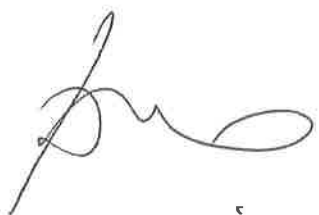
12. Notwithstanding anything contained herein the Company is entitled to demand repayment/settlement of the loan or any part thereof at the sole discretion/option of the Company.

13. Notwithstanding the term or the period if any specified for which this loan was granted by the said Company the said loan is repayable by the Obligor at any time **ON DEMAND** without previous notice to the Obligor.

*[Handwritten initials and signature]*

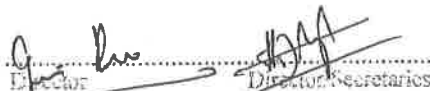
14. The Company reserves the right to pass on to the Obligor any increase, inclusion or change in Government taxes, interest rates, levies and charges over and above the taxes and charges in force at the time of execution of these presents.
15. Any notice, summons or demand to be sent or given by either party to the other shall be sent by registered post to the address of the other party as appearing herein or such other address as such party may from time to time have duly communicated to the other and if so sent shall be deemed to be served on the day following the date of posting.  
In proving service, it shall be sufficient to show that the letter containing the notice was properly addressed, stamped and posted under registered cover or sent on and/or affixed to the address as stated above.
16. All expenses, stamp duty, legal and other charges in this connection will be borne by the Obligor.
17. Any change in circumstances including but not limited to a material change in controlling ownership/management of the Obligor shall be forthwith notified to the Company.

AS WITNESS the hands of the parties hereto the day and year first above written.



For and on behalf of  
Saakya Capital (Pvt) Limited

GAL OYA PLANTATIONS (PVT) LTD  
Reg. No. PV 7601



For and on behalf of  
Gal-Oya Plantations (Pvt) Limited

WITNESSES

1.....

2.....

WITNESSES

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 நிதி, திட்டமிடல் அமைச்சு  
 MINISTRY OF FINANCE AND PLANNING

මහලේකම් කාර්යාලය, කොළඹ 01.  
 ශ්‍රී ලංකාව.

செயலகம், கொழும்பு 01.  
 இலங்கை

The Secretariat, Colombo 01  
 Sri Lanka

කාර්යාලය } 2484500  
 அலுவலகம் } 2484600  
 Office } 2484700

තැපෑල }  
 பெக்ஸ் } (94)-11-2449823  
 Fax }

වෙබ් අඩවිය }  
 வெப்சைட் } www.treasury.gov.lk  
 Website }

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 எனது இல. } PE/PL/GOP/GEN/2014  
 My No. }

ඔබේ අංකය }  
 உமது இல. }  
 Your No. }

දිනය }  
 திகதி } 22. 05.2014  
 Date }

The Commissioner General  
 Excise Department  
 No. 34  
 W.A.D. Ramanayaka Mw  
 Colombo 02

Dear Sir

Transferring of Distillery License from Hingurana Sugar Industries to Gal-Oya Plantation (pvt) Ltd.

As per Section 7.1.2. of the Shareholders' Agreement signed between the Government of Sri Lanka, Orix Leasing Company and Brown & Company PLC and Gal-Oya Plantations (Pvt) Ltd, on 28<sup>th</sup> August 2009 all existing operating licenses of Hingurana Sugar Industries were to be transferred to Gal-Oya Plantations (Pvt) Ltd. Hence, please take immediate action to transfer the license issued to Hingurana Sugar Company to manufacture arrack to Gal-Oya Plantation (Pvt) Ltd. without any further delay.

Yours faithfully

P.B. Jayasundera  
 Secretary

Cc: 1. Secretary, Ministry of Sugar Industry Development  
 2. Chief Executive Officer, Gal-Oya Plantations (Pvt) Ltd

True Copy

*[Handwritten Signature]*  
 L. H. Waruna  
 Head of HR & Administration  
 Gal-Oya Plantations (Pvt) Ltd.  
 Hingurana



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කොමසාරිස් ජනරාල්  
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Commissioner General } 2300166  
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කොමසාරිස් (ආදායම්)  
ඈකොටුව (වැරදිකරණය)  
Commissioner (Revenue) } 2300160

කොමසාරිස් (පාලන හා මානව සම්පත්)  
ඈකොටුව (පුහුණුව / මණ්ඩල වහාම)  
Commissioner (Admin/ Human Resource) } 2300163



ෆැක්ස්  
විද්‍යාකාරකයන් } 2300165

Fax  
විද්‍යුත් තැපෑල  
ඊ-මේල් } excisen@slt.lk

කැ.පෙ. අංකය  
ක.ව.ප. කුලිය  
P.O.Box No } 1417

ශ්‍රී ලංකා සුරාබදු දෙපාර්තමේන්තුව  
இலங்கை மதுவாரித் திணைக்களம்  
EXCISE DEPARTMENT OF SRI LANKA

අංක 34, ඩබ්.ඒ.ඩී. රාමනායක මාවත, කොළඹ 02. இல.34, டபி.ஏ.டி.ராமநாயக்க மாவத்தை, கொழும்பு 02. No 34, W.A.D. Ramanayake Mw, Colombo 02.

මගේ අංකය. } 2014.06.13  
எனது இல. }  
My No. }  
ඔබේ අංකය. }  
உமது இல. }  
Your No. } MSSD/DV/DO/01/06  
දිනය }  
திகதி }  
Date }

උදය ආර්. සෙනෙවිරත්න මයා,  
ලේකම්,  
සීනි කර්මාන්ත සංවර්ධන අමාත්‍යාංශය,  
බත්තරමුල්ල.

හිඟුරාණ සීනි කර්මාන්තායතනය නමින් ආති ස්කාගාර බලපත්‍රය ආතුළ අනෙකුත් බලපත්‍ර  
සී/ස ගල්මිය වැව්ලි (පෞද්ගලික) සමාගම වෙත පවරා දීම.

උක්ත මෑයෙන් ඔබ විසින් එවන ලද සමාංක හා 2014.05.27 දිනැති ලිපිය හා බැඳේ.

02. හිඟුරාණ ස්කාගාරය සම්බන්ධයෙන් ස්ථානීය පරීක්ෂණයක් සිදු කර වාර්තාවක් ලබාදෙන ලෙස, මා විසින් නැගෙනහිර පළාත් භාර සහකාර සුරාබදු කොමසාරිස්වරයා වෙත දන්වා ඇත.

03. ස්කාගාරය සුරාබදු නීති රීති අනුව ස්ථාපිත කිරීමෙන් අනතුරුව, ඔබ විසින් යෝජනා කර ඇති පරිදි, සී/ස ගල්මිය වැව්ලි (පෞද්ගලික) සමාගම නමින් එකී බලපත්‍රය නිකුත් කිරීමට හැකි වන බව කාරුණිකව දන්වා සිටිමි. බලපත්‍රයක් පැවරීමේදී අනුගමනය කළ යුතු සුරාබදු නීති රීති අනුව, එකී පැවරීම සිදුකළ යුතු බවද දන්වා සිටිමි.

ඩී.ඒ.එම්.ඒ. හසුආරච්චි,  
සුරාබදු කොමසාරිස් ජනරාල්.

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පිටපත් :- 1. ආචාර්ය පී.බී.ජයසුන්දර මයා - ඔබගේ අංක PE/PL/GOP/GEN/2014 හා 2014.05.22  
ලේකම්, දිනැති ලිපිය අනුව දැ.ගැ.ස.  
මුදල් හා ක්‍රම සම්පාදන අමාත්‍යාංශය.

2. ගාමිණී රත්නායක මයා - ඔබගේ 2014.04.30 දිනැති ලිපිය අනුව දැ.ගැ.ස.  
ප්‍රධාන විධායක නිලධාරී,  
ගල්මිය වැව්ලි සමාගම

A.H. Waruna Madushan  
Head of HR & Administration  
Galdia Plantations (Pvt) Ltd.  
Hingurana

Handwritten signatures and notes at the bottom of the page.

**From:** Boirard, Hubert <h.boirard@ifad.org>

**Sent:** Thursday, May 17, 2018 7:51 PM

**To:** Prabhath

**Cc:** Yasantha Mapatuna; Lampe, Ayu Tamara; 'Alok Singh'; Ismaili, Mehri; Thamara; Kavitha Arunasalam; dilhan@cbsl.com; wadhkanchana@gmail.com; rizna@erd.gov.lk; wadhkanchana@gmail.com; jayawijaye@gmail.com

**Subject:** SAPP - No objection on three 4 Ps (flower, sugar cane and dairy)

Dear Prabhath,

Based on the information provided, I am pleased to inform you that IFAD has no objection with the proposed three Public Private Producer Partnerships described below that will reach 8500 producers for a total amount of USD 8,939,741.94 on the Credit Line and USD 2,401,161.29 as grant to be charged under SAPP IFAD financing under the category 4 & 3 respectively. Please note that the working capital loan should be reimbursed to the CBSL (revolving fund account) within one year maximum. Kindly proceed and expedite the process.

Best Regards

Hubert

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**From:** Prabhath [mailto:prabhath@nadep.lk]

**Sent:** 17 May 2018 15:43

**To:** Boirard, Hubert

**Cc:** Yasantha Mapatuna; Lampe, Ayu Tamara; 'Alok Singh'; Ismaili, Mehri; Thamara

**Subject:** Request for No objection clearance

Dear Hubert,

This relates to my previous emails on request for No objection clearance.

We are submitting the following three proposals for IFAD "No objection" request. The proposed three 4P partnerships will reach 8500 producers. **The planned budget is USD 8,939,741.94 as Credit and USD 2,401,161.29 as grant to be charged under category 4 & 3.** The summary detail of each proposal is given below and project appraisal report has been attached for your kind review.

### **Floriculture- Canal Corner with Canal Corner Flower Garden (CCFG) Company**

Canal Corner Flower Garden (CCFG), one of the emerging small and medium enterprise in Floriculture sector in the country, in partnership with Hatton National Bank (HNB), Sri Lanka, has submitted a project proposal to support 500 smallholder women and youths covering 7 Districts of the country with the objective of promoting floriculture related value chain development in specified Districts. The key feature of the partnership is the involvement of unemployed youth and women (above 90%) with the objective of taking them in to sustainable income generation activities to enhance their livelihood in long run.

- SAPP will mainly assist for shade house construction with a 100,000 LKR grant and the rest of the construction cost (18,000 LKR) and the part of working capital (82,000 LKR) will be provided by the credit facility.
- 3 value chain mobilizers will be deployed to implement and monitor the partnership during first two years with a salary cap of 50,000 LKR per each where company will facilitate 40% of the salaries whereas program (SAPP) will cover the rest (60%).
- Bank/PFI will cover the cost of bank account opening and other bank related administration charges on behalf of beneficiaries during project implementation.

**The famers, company and NADeP contribution is 68.6%, 4.7% and 26% respectively. An amount of USD 332,774.19 as grant and USD 322,580.65 as credit to be charged under category 4 & 3 respectively is planned as disbursement under this project.**

### **Dairy development - Cargills Quality Dairies pvt Ltd and Cargills Bank**

Cargills Bank in partnership with Cargills Quality Dairies Pvt. Ltd. submitted a project proposal to support 4,000 smallholder dairy farmers covering 6 Districts of the country with the objective of increasing their income through enhancing the quantity and quality of milk which results in improved livelihood and the quality of diet of farm households.

The key features of this project would be to

- i. Work within the 4P framework and assist farmers through SAPP Credit facility only.
- ii. Employ Value Chain Mobilizers in partnership with the contribution of promoters to implement and monitor the project activities.
- iii. Cover the cost incur in credit delivery, loan administration (including CRIB clearance), capacity development in the areas of financial and household budget management (financial literacy) of beneficiaries through the bank contribution.

The partnership will leverage the private sources of financing available through SAP credit line amounting to **USD 2,580, 645.16 and USD 49,677.42 as grant, which will be charged under category 3 & 4.**

**Sugarcane development - Golya Plantations Ltd**

Proposed project is to improve the livelihood of smallholder sugarcane farmers (aloties) under "Hingurana/Galoya" scheme in Ampara District, with the objective of scaling up of the initial pilot partnership which was conducted in year 2017 by National Agribusiness Development Program (NADeP) under IFAD assistance. A study was conducted as per the recommendation of IFAD supervision mission in January 2018 to seek the possibility of scaling the existing NADeP partnerships.

- The key initial assumption of the partnership was that the yield would increase up to 90 MT/Ha and the IRR for the smallholder farmer would be 79%. However, after the first year of the partnership the yield and IRR has been 62% & 85 MT/Ha.
- The results were impressive but below than the initial assumption. However, through the partnership, the smallholder farmers could able to access low cost debt financing at 6.5% than previous rate of 16%, and a crop insurance from Ceylinco Insurance LTD together with training & development and extension support from the promoter.
- The increase in yield can be attributed to use of inter-cultivator for weeding which reduced the cost incur in crop maintenance and labor and to a greater extend of the continuous training and extension support given by the promoter. Moreover, the income has increased

451  
by planting extended area for groundnut as intercrop, which became possible with affordable credit.

With the due consideration of limitations, SAPP has considered to scale up the initial partnership expanding number of beneficiaries up to 4000.

The company, farmer and SAPP contribution planned under the **partnership is is 29%, 15% and 56% respectively. An amount of USD 2,018,709.68 as grant and USD 6,036,516.13 as credit to be charged under category 4 & 3 respectively** is planned as disbursement under this project. The detailed project appraisal report is attached for your kind review.

Regards

Prabhath

## Scale-up Investment Plan

Table 7 Scale up Investment Plan

Table : Details of the Contribution of Investment				
Description	Company Contribution Rs.	SAPP Contribution Rs.	Farmer Contribution Rs.	
			Own Contribution	Credit
1 Land preparation				37,500
2 Seed cane				25,000
3 Seed cane transport				3,000
4 Fertilizer				37,275
5 Weedicide				7,390
6 Labor expenses (Sugarcane)			30,000	
7 Seeds for intercropping				15,750
8 Labor expenses (Intercrop)			25,000	
9 Harvesting expenses	34,000			102,000
10 Commercial cane transport	68,000			
11 Crop insurance	3,000			3,000
12 Inter cultivator		50,000		
14 Sprayer		14,000		
15 Brush cutter (Grass cutter)		14,000		
19 Infrastructure development	31,787			
20 Extension support	12,675			
21 Training & Development	864			
23 Credit interest			15,009	
24 Value chain mobilizers	180	270		
25 Knowledge management materials	225	225		
26 CRIB clearance			300	
Per Farmer Cost Rs.	150,731	78,495	70,309	230,915
Total cost	602,923,800	313,980,000	281,237,920	923,660,000
% of Contribution	28.42	14.80	13.25	43.53

## Summary of the investment

Table 8 Summary of Investment Plan

Contributor	Per Farmer LKR	Per Farmer USD	Total LKR	Total USD
SAPP Grant	78,495.00	506.42	313,980,000.00	2,025,677.42
Farmer Credit	230,915.00	1,489.77	923,660,000.00	5,959,096.77
Farmer Own	70,309.48	453.61	281,237,920.00	1,814,438.19
Promoter	150,730.95	972.46	602,923,800.00	3,889,830.97
	530,450.43	3,422.26	2,121,801,720.00	13,689,043.35

Note: The partnership will continue for the three years whilst SAP investment would be carried out in the first year of the partnership. The social mobilizers are only for first year and their primary role is to reduce information asymmetry between various actors.

## Proposed Scale-up under SAPP

With the success of initial intervention, although the benefits were reached only up to 20% of the expected beneficiaries, need of replicating the same model is arise through the farmers in the area and GOPL would propose to scale up the initial intervention with the newly launched Smallholder Agribusiness Partnership Program (SAPP), which is the continuation of NADeP under Presidential Secretariat with the financial assistance of International Fund for Agricultural Development (IFAD) and the Government of Sri Lanka (GOSL).

Investment model is quite similar to the previous intervention which would follow the 4P approach (Producer-Public-Private Partnerships) with below amendments;

- Inclusion of value chain mobilizers to implement and monitor the activities of the partnership during the first year of the partnership with partial contribution from promoter and SAPP.
- Introduction of more strengthen crop insurance with shared contribution from beneficiaries and promoter.
- Specialized training and development program for the beneficiaries with the contribution of Promoter.
- Focus on capacity development of farmer groups under SAPP contribution.
- Prioritize weed management by introducing brush cutters for bund clearing and sprayers for application of weedicides.
- Knowledge management and dissemination with the contribution from promoter and SAPP.


The proposed scale-up is expected to yield minimum of 85 Mt/Ha or more as with previously benefitted smallholders with an IRR of 60%. In addition, previously benefitted smallholders could still obtain loan facility for the ratoon cultivation given their settlement of the previous loan obtained through the NADeP intervention.

**THIS AGREEMENT** made and entered into by and between, **AUSTIN FERNANDO**, Secretary to his Excellency the President of the Democratic Socialist Republic of Sri Lanka acting on behalf of the **Smallholder Agribusiness Partnerships Programme**, having its offices at Presidential Secretariat, Galle Face, Colombo 1 in the said Republic (hereinafter referred to as "**SAPP**" which term or expression as herein used shall as and when the context so requires or admits, means and includes the said Smallholder Agribusiness Partnerships Programme, its successors and permitted assigns) of the **First Part**; and

**GAL OYA PLANTATIONS (PRIVATE) LIMITED**, a company duly incorporated under the laws of the said Republic of Sri Lanka bearing company number **PV 7601** and having its registered office at, No. 481 T B Jayah Mawatha, Colombo 10 in the said Republic of Sri Lanka (hereinafter referred to as the "**Promoter**" which term or expression as herein used shall as and when the context so requires or admits mean and include the said **Gal Oya Plantations (Private) Limited** its successors and permitted assigns) of the Second Part.

**HATTON NATIONAL BANK PLC** a company duly incorporated under the laws of the said Republic of Sri Lanka bearing company number **No. PQ 82** and having its registered office at, No. 479, T B Jayah Mawatha, Colombo 10 in the said Republic (hereinafter referred to as the "**Promoter Bank**" which term or expression as herein used shall as and when the context so requires or admits mean and include the said **HATTON NATIONAL BANK PLC** its successors and permitted assigns) of the Third Part.

**WHEREAS** the Government is in the course of implementing a programme named the Smallholder Agribusiness Partnerships Programme, with the Presidential Secretariat being the implementing agency, to contribute to Sri Lanka's smallholder poverty reduction and competitiveness, mainly focusing on the development of value chain projects in collaboration with private sector promoter companies and farmers/farmer organizations to develop commercially oriented production and marketing system while increasing the income of rural community for sustainable development of the country; and

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(hereinafter referred to as the "Farmers") specifying the details set forth in Schedule 2 hereto (hereinafter referred to as the "Farmer List") after having obtained verification from the Promoter Bank that each Outgrower is eligible to obtain financing under the Project.

2. The responsibilities of the Parties to the Farmers during the Project shall be as follows:

(a) The Government shall, subject to and upon the terms and conditions of this Agreement and subject to the availability of funds, provide the Farmers assistance by way of financial grants that the Government shall deem appropriate, including the following, for purposes of the Project:

- (i) a grant of up to a maximum of Rupees fifty thousand (LKR 50,000/-) per Farmer for the purpose of financing the purchase of inter cultivator, and accordingly a total grant of Rupees two hundred million (LKR 200,000,000) for four thousand (4,000) Farmers;
- (ii) a grant of up to a maximum of Rupees fourteen thousand (LKR 14,000/-) per Farmer for the purpose of financing the purchase of sprayer, which shall accordingly amount to a total grant of Rupees fifty six million (LKR 56,000,000) for four thousand (4,000) Farmers;
- (iii) a grant of up to a maximum of Rupees fourteen thousand (LKR 14,000/-) per Farmer for the purpose of financing the purchase of brush cutters, which shall accordingly amount to a total grant of Rupees fifty six million (LKR 56,000,000) for four thousand (4,000) Farmers;
- (iv) a grant of up to a maximum of Rupees Two Hundred and Twenty Five (LKR 225/-) per Farmer, which is equivalent to fifty percent (50%) of Rupees Four Hundred and Fifty (LKR 450/-) for the cost amounting for production of knowledge management materials (Videos, leaflets, brochures etc.), which shall accordingly amount to a total grant of Rupees nine hundred thousand (LKR 900,000/-) for four thousand (4,000) Farmers;

*Under* (b) The Promoter Bank shall provide the following credit facilities (which will in turn be refinanced by the Government through the Regional Development Department of the

Central Bank of Sri Lanka), to the Farmers for the purposes of the Project at a rate of interest not exceeding Six Decimal Five *per centum* (6.5%) and maximum repayment period of twelve (12) months,

- i). Credit facilities up to a maximum of Rupees thirty seven thousand five hundred (LKR 37,500/-) per Farmer for the purpose of financing cost of preparing the land for cultivation, , which shall accordingly amount to a total credit of Rupees one hundred and fifty million (LKR 150,000,000/-) for a maximum of four thousand (4,000) Farmers subject to evaluation by the Promoter Bank;
- ii). Credit facilities up to a maximum of Rupees twenty five thousand (LKR 25,000/-) per Farmer for the purpose of financing cost of purchasing seed cane, which shall accordingly amount to a total credit of Rupees one hundred million (LKR 100,000,000/-) for a maximum of four thousand (4,000) Farmers subject to evaluation by the Promoter Bank;
- iii). Credit facilities up to a maximum of Rupees three thousand (LKR 3,000/-) per Farmer for the purpose of financing cost of transportation of seed cane, which shall accordingly amount to a total credit of Rupees twelve million (LKR 12,000,000/-) for a maximum of four thousand (4,000) Farmers subject to evaluation by the Promoter Bank;
- iv). Credit facilities up to a maximum of Rupees thirty seven thousand two hundred and seventy five (LKR 37,275/) per Farmer for the purpose of financing cost of purchasing fertilizer, which shall accordingly amount to a total credit of Rupees one hundred forty nine million one hundred thousand (LKR 149,100,000/-) for a maximum of four thousand (4,000) Farmers subject to evaluation by the Promoter Bank;
- v). Credit facilities up to a maximum of Rupees seven thousand three hundred and ninety (LKR 7,390/) per Farmer for the purpose of financing cost of purchasing weedicide, which shall accordingly amount to a total credit of Rupees twenty nine million five hundred and sixty thousand (LKR 29,560,000/-) for a maximum of four thousand (4,000) Farmers subject to evaluation by the Promoter Bank;
- vi). Credit facilities up to a maximum of Rupees fifteen thousand seven hundred and fifty (LKR 15,750/-) per Farmer for the purpose of financing cost of purchasing seeds for intercropping, which shall accordingly amount to a total credit of Rupees sixty three

million (LKR 63,000,000/-) for a maximum of four thousand (4,000) Farmers subject to evaluation by the Promoter Bank;

- vii). Credit facilities up to a maximum of Rupees one hundred and two thousand (LKR 102,000/) per Farmer, which is equal to seventy five percent (75%) of Rupee One Hundred and Thirty Six Thousand (LKR 136,000/-) for the cost amounting of harvesting expenses, which shall accordingly amount to a total credit of Rupees four hundred and eight million (LKR 408,000,000/-) for a maximum of four thousand (4,000) Farmers subject to evaluation by the Promoter Bank;
- viii). Credit facilities up to a maximum of Rupees Three thousand (LKR 3,000/) per Farmer, which is equal to fifty percent (50%) of Rupee Six Thousand (LKR 6,000/-) for the cost amounting of the Crop and Credit Insurance, details referred in Schedule 7 which shall accordingly amount to a total credit of Rupees Twelve million (LKR 12,000,000/-) for a maximum of four thousand (4,000) Farmers subject to evaluation by the Promoter Bank;

(c) The Promoter shall, at their own cost of the Promoter, provide the following assistance to the Farmers:

- i) bear or contribute minimum of Rupees thirty four thousand (LKR 34,000/) per Farmer, which is equal to twenty five percent (25%) of Rupees One Hundred and Thirty Six Thousand (LKR 136,000/-) for harvesting expenses, which shall accordingly amount to a total amount of Rupees one hundred and thirty six million (LKR 136,000,000/-) for four thousand (4,000) Farmers;
- ii) bear or contribute minimum of Rupees sixty eight thousand (LKR 68,000/-) per Farmer for the purpose of financing the cost of commercial Sugarcane transport, which shall accordingly amount to a total amount of Rupees two hundred and seventy two million (LKR 272,000,000) for four thousand (4,000) Farmers;
- iii) bear or contribute minimum of Rupees Three thousand (LKR 3,000/) per Farmer, which is equal to fifty percent (50%) of Rupees Six Thousand (LKR 6,000/-) for the Crop & Credit Insurance details referred in Schedule 7, which shall accordingly amount to a

total amount of Rupees Twelve million (LKR 12,000,000/-) for four thousand (4,000) Farmers;

- iv) bear or contribute minimum of Rupees thirty one thousand seven hundred and eighty seven (LKR 31,787/-) per Farmer for the purpose of financing the cost of infrastructure development details referred in Schedule 8, which shall accordingly amount to a total amount of Rupees one hundred and twenty seven million one hundred and forty eight thousand (LKR 127,148,000) for four thousand (4,000) Farmers;
  - v) bear or contribute minimum of Rupees twelve thousand six hundred and seventy five (LKR 12,675/-) per Farmer for the purpose of financing the cost of extension support, and accordingly a total amount of Rupees fifty million seven hundred thousand (LKR 50,700,000) for four thousand (4,000) Farmers;
  - vi) bear or contribute minimum of Rupees eight hundred and sixty four (LKR 864/-) per Farmer for the purpose of financing the cost of training and development including demonstrations to the Farmers on producing the Agricultural Produce in accordance with the requirements and within the parameters set forth in Schedule 1 hereto and the use of the mechanisms, based on and in accordance with a training schedule provided by the Promoter in the proposal, which shall accordingly amount to a total amount of Rupees three million four hundred and fifty six thousand (LKR 3,456,000/) for four thousand (4,000) Farmers;
  - vii) bear or contribute minimum of Rupees Two Hundred and Twenty Five (LKR 225/-) per Farmer, which is equivalent to fifty percent (50%) of Rupees Four Hundred and Fifty (LKR 450/-) for the cost amounting for production of knowledge management materials (Videos, leaflets, brochures etc.), which shall accordingly amount to a total amount of Rupees nine hundred thousand (LKR 900,000/-) for four thousand (4,000) Farmers;
- (d) The funds referred to in this clause shall be provided by the Government and the Promoter in accordance with the Disbursement Plan specifically set forth in Schedule 4 hereto (hereinafter referred to as the "Disbursement Plan").

- (e) The provision of grants referred to items of 2(a)(i) to 2(a)(iv) above by the Government to each Farmer (either directly to the Farmer or to the Farmer Society that such Farmer is a member of), shall also be conditional upon the Promoter providing the Programme Manager of SAPP with a certificate, in the form set forth in Schedule 5 hereto and translated to such language that a particular Farmer has best understanding and proficiency in (to ensure that the Farmer understands the contents of the certificate before signing the same), certifying that such Farmer and/or the Farmer Society that such Farmer is a member of, has completed the necessary requirements for the receipt of such grants.
- (f) The Loan repayment period referred in clause 2(b) may be rescheduled only with the written concurrence of the Programme Director of SAPP when a Farmer faces difficulties in repayment on due dates due to a reason or reasons beyond his/her control.
- (g) When granting credit facilities, neither the age limit nor the CRIB status of the Farmer concerned shall be considered as a decisive factor by the Promoter Bank as the loan repayment risk will be covered by the Cooperate Guarantee referred in Schedule 2 (a), provided by the Promoter. However, the Promoter Bank shall reserve the right to take a final decision with regard to the granting of credit facilities.
- (h) The grants channelling through the respective bank accounts of Farmers cannot be utilized for any other purposes by the said Bank.
3. The provision of funding by the Government in the manner aforesaid in clause 2 above, is subject to the fulfilment, to the Government's satisfaction, prior to or concurrently with the provision of assistance, of the following conditions and the Promoter hereby agrees and undertakes that the Promoter shall procure and be responsible for the performance of such conditions:
- ↓ (i) the farmer being a member of either one of the farmer societies identified in Schedule 3 hereto (each of which shall hereinafter referred to as a "Farmer Society");
  - (ii) each Farmer opening and maintaining a Farmer Bank Account with the Promoter Bank;
  - (iii) the Promoter entering into an agreement with each of the Farmers containing provisions including the obligation of the Promoter to purchase the entirety of the

Agricultural Produce produced by the Farmers in accordance with and within the parameters set forth in Schedule 1 hereto at the prices specifically set forth in clause 7(a) hereof; and

- (iv) the Promoter establishing a project management unit and nominating a person at management level who will liaise with the SAPP officials in respect of the Project and shall provide the organizational structure of the project management unit indicating the number of officers employed under each category.

The Promoter shall ensure that each Farmer Society shall become registered under the Societies Ordinance No. 16 of 1891 or the Co-Operative Societies Law No. 5 of 1972 or under any other government approved authority, within one year (1) from the date of this Agreement.

- 4. (a) The Promoter shall, in addition to the assistance referred to in clause 2 above and at the cost of the Promoter, set up a system for the marketing and sale of the Agricultural Produce and the necessary infrastructure for the Project and shall also provide the necessary technical knowledge and assistance to the Farmers in carrying out the Project.
  - (b) The Promoter shall review the progress at grass root level with the participation of farmer leaders and Farmer Societies at regular intervals and meeting schedule shall be provided to SAPP to enable officers of SAPP attend the meetings whenever necessary.
- 5. (a) In the event any of the Farmers requires, for the production of Agricultural Produce under the Project, any additional funding over and above the funds, and credit facilities referred to in clause 2 above and the Promoter Bank shall, if the grant of such additional funding is deemed necessary by the Government and subject to evaluation by the Promoter Bank, provide such additional funding in the form of credit facilities to be provided to the Farmer at a rate of interest not exceeding six decimal five *per centum* (6.5%) provided however that the Promoter Bank will in turn be refinanced by the Government through the Regional Development Department of the Central Bank of Sri Lanka.

- (b) The Promoter may introduce, at its cost and discretion, a mechanism to encourage and assist Farmers by creating a fund to facilitate to provide common infrastructure facilities, crop/machinery insurance cost and establish a mechanism to select and grant awards for best performing Farmers.
- (c) The Promoter shall ensure that the Farmers use for purposes of the Project and for the production of Sugarcane, only such chemically synthesised fertilizers and agrochemicals certified and recommended by the National Fertilizer Secretariat and Registrar of Pesticides under Ministry of Agriculture respectively.
6. The Promoter shall ensure that the funds, credit facilities and other assistance referred to in clauses 2 and clause 5(a) above shall only be used for purposes of the Project and the Promoter shall ensure that the Farmers do not use such funds and assistance for any purposes other than for and in connection with the Project.
7. (a) The Promoter shall purchase from the Farmers, the entirety of the Agricultural Produce produced by the Farmers in accordance with and within the parameters set forth in Schedule 1 hereto, at the minimum guaranteed price stated in the agreement entered into by the Promoter with each of the Farmers as referred to in clause 3(iii) above.
- (b) The Promoter may, at its sole discretion and depending on the outside market fluctuations, offer to purchase Agricultural Produce, at a price higher than the agreed minimum guaranteed price referred to above.
- (c) The Promoter shall remit the sale proceeds of the Agricultural Produce to the Farmer's account maintained at the Promoter Bank until the full settlement of the loan.
8. / (a) The Promoter shall submit monthly reports to the Programme Manager of SAPP within five (5) days from the expiration of each calendar month, in the format set forth in Schedule 5 and Schedule 6 hereto. The Promoter shall recommend to SAPP at the end

of every year commencing from the date of this Agreement the best three (3) Farmers of the relevant year.

(b) The Promoter shall maintain, for the duration of the Project, all documents, records and accounts in respect of the Project and the documents and records to be maintained by the Promoter in terms of this clause shall include, without limitation, the following:-

- (i) a register containing details of all Farmers;
- (ii) a register containing details of all Farmer Societies that the Farmers are members of and copies of the rules of such Farmer Societies;
- (iii) a register setting out details of all funds, credit facilities and other assistance provided to the Farmers under clause 2 hereof and details of credit facilities obtained by any Farmers under clause 5 including details relating to application and disbursement of financing from the said credit facility;
- (iv) statements provided by the Farmers on the purposes for which the funds, assistance and credit facilities granted to the Farmers have been utilized together with documents, if any, in proof of such utilization (i.e. invoices, receipts etc.);
- (v) statements containing details of the Agricultural Produce purchased by the Promoter from the Farmers including the quantity of Agricultural Produce purchased, the unit price and the total price paid by the Promoter therefor;
- (vi) details of the insurance effected by the Promoter in terms of Clause 2(c)iii; and
- (vii) all correspondence pertaining to the Project.

(c) The officers of SAPP or any independent auditors appointed by SAPP shall be entitled to, at any time after giving prior notice of not less than twenty four (24) hours, inspect the documents and records maintained by the Promoter under sub-clause (b) above.

9. In the event the Promoter wishes to replace a Farmer with any new Farmers, the Promoter shall notify the Programme Director of SAPP in writing specifying the details of such new Farmer and shall ensure that all of the grants and credit facilities provided to the Farmer who

 10



is being replaced are recovered from such Farmer and are thereafter provided to the new Farmer for purposes of the Project and the new Farmer becomes a member of a Farmer Society. For avoidance of doubt, the replacement of Farmers with new Farmers shall be permitted only in first year from the execution of this Agreement.

10. Nothing contained in or relating to this Agreement shall constitute or be deemed to constitute a partnership between the Parties or render one Party the servant, employer or agent of the other. And neither Party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.
11. Except in instances as may be required by law and or by this Agreement, each Party shall and/or shall cause their officers, employees, agents and advisors to keep confidential and not disclose to any person or entity this Agreement and any non-public information obtained by them pursuant to this Agreement. Each Party may disclose, any non-public information obtained pursuant to this Agreement:
  - (a) to such Party's affiliates, agents, directors, officers, employees, representatives and accountants, if the same have a duty to keep this Agreement and such information confidential in accordance with the terms thereof;
  - (b) to the extent required pursuant to applicable laws;
  - (c) to lenders to and other financing sources of the Parties and their advisors and agents, as applicable; and
  - (d) to the extent required to enforce the disclosing Party's rights hereunder.
12. This Agreement shall be governed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
13. (a) In the event of any, doubt, difference, dispute, controversy or claim arising between the Promoter/the Promoter Bank and any Farmer or any matter of whatsoever nature arising under this Agreement between them then in every such case such doubt, difference, dispute, controversy or claim shall firstly be discussed among the Promoter/the Promoter Bank and the Farmer in a spirit of mutual co-operation;

- (b) In the event of such doubt, difference, dispute, controversy or claim referred to in clause 13(a) above cannot be settled within thirty (30) days from the date it arose by discussion, such doubt, difference, dispute, controversy or claim shall be referred to Director of the Sugarcane Research Institute or any person authorized by him (hereinafter referred as the "Mediator") for a determination thereon and the Promoter/the Promoter Bank and Farmer shall adhere to and abide by the determination made by the Mediator;
- (c) In the event that any doubt, difference, dispute, controversy or claim arising out of or relating to this Agreement arising from, out of or in connection with this Agreement, or on the interpretation thereof or on the rights, duties, obligation or liabilities of either Party to this Agreement or on the operation, breach, termination or validity of this Agreement cannot be settled within a period of sixty (60) days from the date it arose by discussion between the Parties, such doubt, difference, dispute, controversy or claim shall be settled by arbitration in accordance with the Rules of the Arbitration Centre of the Institute for the Development of Commercial Law and Practice ("ICLP") by one (1) arbitrator. The place of arbitration shall be Colombo.
14. Any notice or demand to be given or made under this Agreement shall be given in writing and delivered personally or sent by prepaid registered post or sent by telex or confirmed e-mail or facsimile addressed to the Parties at the respective addresses stated at the beginning of this Agreement and/or as notified to each other from time to time.
15. (a) This Agreement shall become effective as of the date of execution hereof and shall continue in force and effect for a period of three (03) years from the date of execution of this Agreement, unless terminated by either the Government on the one hand or jointly by the Promoter and the Promoter Bank on the other hand in accordance with sub-clause (b) below;

(b) Either of the Government on the one hand or jointly by the Promoter and the Promoter Bank on the other hand may terminate this Agreement prior to the expiration of the term referred to in sub-clause (a) above:

(i) by giving the other Parties, prior written notice of thirty (30) days; or

(ii) in the event one Party commits a breach of this Agreement and upon being notified, the Party who committed such a breach, has not remedied the same specified in such notice within a period of thirty (30) days or such greater number of days as may be specified in the said notice.

(c) In the event this Agreement is terminated, by the Promoter and the Promoter Bank jointly in terms of clause 15(b)(i) above and or due to a breach of the Promoter in terms of clause 15(b)(ii), the Promoter shall be liable to pay to the Government:

(i) twenty *per centum* (20%) of the monies paid by the Government in terms of clause 2 above, if this Agreement is terminated in the first year from the date of execution of this Agreement; and

(ii) ten *per centum* (10%) of the monies paid by the Government in terms of clause 2 above, if this Agreement is terminated during the one (1) year period commencing from the first anniversary of the date of execution of this Agreement.

16. In the event of any failure and /or delay in the performance or observance of any obligation in this agreement by a Party hereto arising from a cause beyond the control of such party including but not limited to acts of god, natural disaster, calamity or inevitable accident such failure or delay shall not be deemed to constitute a breach of this agreement.

17. The Promoter and/or the Promoter Bank shall, in the event the Promoter and/or the Promoter Bank carries out or undertakes a promotional, marketing, awareness or public relations campaign or programme relating to the Project, recognize and acknowledge in such campaign or programme, the role and the involvement of the Government and SAPP in the

Project. The Promoter and/or the Promoter Bank shall not make any publication as stated above without the prior written approval of Programme Director or his successor.


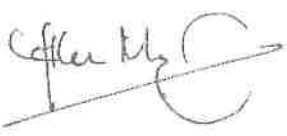
18. This Agreement shall be binding on and shall ensure for the benefit of each Party's successors and assigns and the personal or legal representatives as the case may be.
19. Each of the Parties undertakes with other Parties that it shall do or cause or procure to be done, all such acts and things and shall execute or cause or procure to be executed all such documents as may be necessary or appropriate to implement the provisions of this Agreement or otherwise give full legal force and effect thereof.
20. This Agreement may be executed in counterparts and by different Parties on separate counterparts which when taken together shall be deemed to constitute one agreement.
21. Each provision contained in this Agreement shall be read and construed independently of the other provisions herein contained so that if one or more provisions are held to be invalid due to any reason whatsoever then the remaining provisions shall be valid to the extent that they are not held to be so invalid.
22. No delay or omission on the part of any Party in exercising any right, power or remedy provided by law or under this Agreement shall impair such right, power or remedy, or operate as a waiver thereof. The single or partial exercise of any right, power or remedy provided by law under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
23. The Promoter & Promoter Bank shall not assign all or any part of its rights, benefits or delegate any of its obligations under this Agreement to any person, except with the permission of the Government. The Government may assign all or any part of its rights, benefits or delegate any of its obligations under this Agreement to any person without the permission of the Promoter & promoter Bank.

IN WITNESS WHEREOF the Parties have executed this Agreement and one other of the same tenor and date in the manner and at the places and on the dates hereinafter mentioned.

Signed by Austin Fernando, the )  
Secretary to His Excellency the President )  
of the Democratic Socialist Republic of )  
Sri Lanka at Colombo on this 28<sup>th</sup> day )  
of June 2018 in the presence of )




Witnesses

1.  Mr. Jayantha Wijerathne
2.  Dr. (Mrs.) Yasantha Mapatuna


Signed by ..... and )  
~~Ganini Rathnayake~~ Directors of )  
Gal Oya Plantations (Private) Limited )  
at Colombo on this 28<sup>th</sup> day of June )  
2018 in the presence of )



Witnesses

1. Nandan Jayasinghe 6324 003660 
- 2.

Signed by ..... and  
Inde Fernando Directors of  
**Hatton National Bank PLC**  
at Colombo on this 28<sup>th</sup> day of June  
2018 in the presence of

)  
)   
)  
)  
)

Witnesses

1.



M.V.P

Comptroller

643250110V

2.



SCHEDULE 3

List of Farmer Societies

1. THE ASSOCIATION OF VARIPATHANCHENA ZONE CANE CULTIVATORS  
MLQ 50/B , SUGER FACTORY PLACE,  
HINGURANA.  
REG. NO 15/89/05/149

THE CHAIRMAN  
MR.W.M. LALITH GUNARATHNE  
TEL : 077-8827857

THE SECRETARY  
MR M.D. NIMAL (ACTING)

2. THE ASSOCIATION OF CANE PRODUCERS – AMPARA DISTRICT  
WANAGAMA RD,  
MADINAPURAM,  
IRAKKAMAM 2,  
AMPARA.  
REG. NO 8482

THE CHAIRMAN  
MR H.M. THASLIM

THE SECRETARY  
MR A.S.HAROON  
TEL. 077-9865793  
NO OF FARMERS – 200

3. THE FARMER ORGANIZATION OF SADDHATISSA DEVIDED CHANNEL  
NO. 324,  
PLANTATION SECTION,  
DEEGAWAPIYA.  
REG. NO. DI/16/13/09

THE CHAIRMAN  
MR. K.A.A. BANDARA

TEL. 071-2851433

THE SECRETARY  
MR P.H.G. DE SILVA  
NO OF FARMERS – 205

4. THE SOCIETY OF CANE FARMERS - PADAGODA  
NEAR SIRIDARMA RAJA TEMPLE, KOKNAHARA

THE CHAIRMAN  
MR.G.W.N. KARUNATHILAKA

THE SECRETARY  
MR A.M.A. BANDA  
NO OF FARMERS – 84

5. THE ASSOCIATION OF RANTHARU CANE FARMERS - PANNALGAMA  
1 C 18 A, PANNALGAMA, AMPARA

THE CHAIRMAN  
MR.H.A. SUMATHIPALA PEPERA

THE SECRETARY  
MR M.G.G. JAYASUNDARA  
NO OF FARMERS – 35

6. THE ASSOCIATION OF CANE FARMERS - DANAKIRIYA  
DANAKIRIYA , KANDA UDA PANGUWA

THE CHAIRMAN  
MR T.M. SUNIL

THE SECRETARY  
MR E.H. PUSHPA KUMARA  
NO OF FARMERS – 28

7. THE ASSOCIATION OF CANE FARMERS - BODAGOLLA  
08B/22, BODAGOLLA, PARAGAHAKALE

THE CHAIRMAN



MR G.P. DARMAPALA

THE SECRETARY  
MR P.G.C. SENARATH KUMARA  
NO OF FARMERS – 73

8. THE ASSOCIATION OF CANE FARMERS - AMBAGAHAWELLA  
6B/22, AMBAGAHAWELLA, PARAGAHAKALE

THE CHAIRMAN  
MR M.G. PUSHPADEWA

THE SECRETARY  
MR J.M.U.K. JAYASOORIYA  
NO OF FARMERS – 105

SCHEDULE 4

Disbursement Plan

Description	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
No of farmers	292	575	595	665	670	500	100	10	30	143	420	4,000
Extent (Ha)	292.00	575.00	595.00	665.00	670.00	500.00	100.00	10.00	30.00	143.00	420.00	1,000.00
SAPP Grant	Rs. 78,485.00	151,346.25	155,704.525	172,199.175	175,650.00	132,247.500	7,849.500	784.950	2,454.850	11,224.785	22,967.900	313,476,400.00
Farmer Credit	Rs. 230,915.00	457,776.125	473,394.425	533,558.475	541,050.00	415,457.500	23,091.500	2,309.150	6,927.450	33,020.845	96,984.300	923,660,000.00
Company Contribution	Rs. 150,730.95	296,670.296	296,884.915	336,081.75	336.50	265,365.475	15,072.095	1,507.309	4,521.928	21,550.525	63,306.999	502,927,900.00
Own Contribution	Rs. 70,300.48	139,427.951	140,834.100	155,804.20	156.60	121,154.740	7,030.948	703.084	2,109.784	10,054.255	29,529.591	281,237,970.00
Total Amount	Rs. 530,450.43	1,045,006.997	1,066,618.005	1,214,535.95	1,218.10	925,225.215	53,045.043	5,304.504	15,913.512	75,854.411	222,789,480.60	2,121,801,720.00

## SCHEDULE 5

### Form of the Certification to be issued by the Promoter

#### CERTIFICATE OF COMPLETION AND REQUEST FOR FUNDING

##### Introduction to the project

Galoya plantations (Private) Limited with assistance from Smallholder Agribusiness Partnerships Programme (SAPP) implemented under the purview of Presidential Secretariat shall establish a contract out growing system with 4000 farmers living in the Ampara. SAPP will partially fund and arrange subsidized credit facilities to 4000 farmers for the required asset investment such as inter cultivator, preparation of an aggregated land, seed cane, seed cane transportation, fertilizers, weedicides, crop insurance etc. provision of these enables farmers to engage in advanced agricultural practices and use improved technology which helps directly on quality enhancements.

- Grant items
  - (i) Intercultivator
  - (ii) Sprayer
  - (iii) Brush Cutter (Grass Cutter)
  
- Credit items & Services
  - (i) Preparation of land
  - (ii) Seed cane
  - (iii) Seed cane transportation
  - (iv) Fertilizers
  - (v) Weedicides
  - (vi) Intercropping Seeds

**A) FARMER**

1. Full Name : .....
2. Address : .....
3. NIC No. : .....
4. Category of Farm : .....

I hereby certify that I have completed - (please tick one box as is applicable)

- Intercultivator Rs. ....
- Sprayer Rs. ....
- Brush Cutter (Grass Cutter) Rs. ....

Total – Rs. ....

The total cost incurred by me to carry out the above activities/purchases is Rs. [ ] & I certify, all the completed items are installed and are in good condition. (Please see the supporting documentation enclosed herewith). Please pay the said sum of Rs. [ ] entitled for me under grant component to my Bank Account No.: .....maintained at [Bank name].

.....  
Signature

.....  
Date

**B) Galoya Plantations (Private) Limited**

We hereby certify, upon carrying out the necessary inspections, that the aforementioned Farmer has completed the purchase / setting up of the following- (please tick one box as is applicable)

- Inter cultivator

We further certify that the costs of the aforementioned Farmer for the completion of the aforementioned activities/purchases is Rupees .....

We accordingly recommend to the Government of Sri Lanka, the payment to the aforementioned Farmer of the sum of Rupees .....

.....  
Authorized Signatory  
Galoya Plantations (Private) Limited

.....  
Date

**C) Asset Verification by Social Mobilizer**

I hereby verify that the constructed shed house is belong to the above requested beneficiary and it is properly installed and are in the good condition.

.....  
Date

Signature .....  
Name of the Social Mobilizer: .....  
.....

**D) THE GOVERNMENT OF SRI LANKA**

Based on the information referred to above and the documents attached hereto, we recommend the payment of a sum of Rs. .... to the aforementioned Farmer and the said sum will be deposited to the above bank account designated by the Farmer.

.....  
Authorized Signatory  
National Agribusiness Development Programme

.....  
Date

**SCHEDULE 6**  
**FORMAT FOR REPORTING BY THE PROMOTER**

**SMALLHOLDER AGRIBUSINESS PARTNERSHIPS PROGRAMME (SAPP)**  
Monthly Progress Report for the month of .....

For Office use Only Compling date: .....  
Compling officer: .....

1. Name of the Project Reporting Date (MM/DD/YY)

1.1 Promoter Company					
1.2 No of farmers get project benefits/ Registered etc		Target No.	Actual No.		

2. Grant items by SAPP

No	Inputs (water pumps, new wells, drip kits, water tanks etc)/ activities/ items etc	Total Project Target (no. of units)		Physical Progress		Total Project Target (Rs)		Financial Progress (Rs)	
		Reporting month no.	Cumulative no.	Reporting month	Cumulative no.	Reporting month	Cumulative		
1									
2									
3									
4									
5									
6									
7									
8									

3. SAPP Credit items

No	Inputs (water pumps, new wells, drip kits, water tanks etc)/ activities/ items etc	Total Project Target (no. of units)		Physical Progress		Total Project Credit Target (Rs)		Credit Progress (Rs)	
		Reporting month no.	Cumulative no.	Reporting month	Cumulative no.	Reporting month	Cumulative		
1									
2									
3									
4									
5									
6									
7									
8									

4. Promoter Contribution in the Business Plan and in the Legal Agreement (Inputs/ services given by promoter)

No	Inputs/ Activities/ Items (You may delete non relevant & inputs (i.e. no. of participations for trainings)	Date completed	Physical progress		Financial progress	
			Project target (Q)	Reporting month (Q)	Target exp (Rs) Reporting month (Rs)	Cumulative (Rs)
1	Orientation programmes					
2	Procurement of goods & services (other than farmer payments)					

SCHEDULE 7  
DETAILS OF THE CROP & CREDIT INSURANCE

SCHEDULE 8  
DETAILS OF THE PROPOSED INFRASTRUCTURE DEVELOPMENT





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	Loan	Amount	Loan Agreement Date
1	Peopls Bank - STL	150,000,000.00	3/30/2018
2	Bank Of Ceylon - Farmer loan	85,588,100.00	10/15/2013
3	Bank Of Ceylon - Farmer loan - NADEP	51,484,816.00	7/10/2017
4	Seylan Bank - Farmer Loan	100,000,000.00	8/23/2016
5	Seylan Bank - STL	440,000,000.00	10/18/2018
6	Seylan Bank - STL	207,000,000.00	2/26/2019
7	Revolving Facility 182 Mn	182,000,000.00	2/26/2019
8	Seylan Bank - 65 Mn	65,000,000.00	7/16/2020
9	Seylan Bank - 25 Mn	25,000,000.00	7/16/2020
10	Seylan Bank - STL	482,000,000.00	12/13/2019
	<b>LOLC</b>		
11	LOLC Demand Loan	175,312,889.00	4/7/2010
12	LOLC - STL	152,500,000.00	2/23/2012
13	LOLC - WIC Credit Facility	500,000,000.00	12/21/2018
14	LOLC - STL 1000Mn	377,364,130.00	11/25/2020
	<b>BROWNS</b>		
15	Browns Demand Loan	118,377,555.00	4/7/2010
16	Browns STL	217,500,000.00	1/30/2010
	<b>LOLC Factors</b>		
17	LOLC Factors - Discount Facility -1615	175,000,000.00	1/31/2013
18	LOLC Factors - Discount Facility -1616	50,000,000.00	1/31/2014
19	LOLC Factors - Discount Facility -1619/C5	500,000,000.00	2/9/2017
20	LOLC Factors - Revolving STL	180,000,000.00	2/6/2014
21	LOLC Factors - Distillery plant revolvong loan	200,000,000.00	6/29/2016
22	<b>LOLC Financing PLC - LTL</b>	28,332,000.00	3/20/2018
	<b>Commercial Leasing Company</b>		
23	CLC - STL	25,000,000.00	1/30/2014
24	CLC - Term Loan	50,000,000.00	7/21/2017
25	CLC - Term Loan	50,000,000.00	10/31/2017
26	CLC - Revolving Facility	200,000,000.00	10/28/2020
27	CLC - Term Loan		10/28/2020
	<b>Total</b>	<b>4,787,459,490.00</b>	