

## මුදල් හා ජනමාධ පමාත පාංශය

## நிதி மற்றும் வெகுசன ஊடக அமைச்சு

MINISTRY OF FINANCE AND MASS MEDIA

#### செயலகம், கொழும்பு 01. The Secretariat, Colombo 01. මහලේකම් කාර්යාලය, කොළඹ 01. ශීී ලංකාව இலங்கை Sri Lanka (+94)-11-2484500 ෆැක්ස් - මුදල් කාර්යාලය - මුදල් (+94)-11-2484600 - நிதி (+94)-11-2449823 அலுவலகம் - நிதி பெக்ஸ் වෙබ් අඩවි - Finance (+94)-11-2484700 - Finance Office Fax www.treasurv.gov.lk வெப் சைட்கள் කාර්යාලය - ජනමාධ්න (+94)-11-2513459 www.media.gov.lk Websites (+94)-11-2513498 (+94)-11-2513458 அலுவலகம் - வேதுன் ஊடக பெக்ஸ் - வேதசன ஊடக - Mass Media (+94)-11-2512324 Fax - Mass Media Office මගේ අංකය ඔබේ අංකය .07.2018 BD/1/16/3 உமது இல. திகதி எனது இல. Your No. My No.

#### National Budget Circular No. 03/2018

To All: Secretaries to Ministries

Chief Secretaries of Provincial Councils

Heads of Departments

Chairmen of Public Corporations and Statutory Boards,

### **Procurement of Motor Vehicles for Government Agencies**

The Cabinet of Ministers at its meeting held on 03<sup>rd</sup> April 2018 has approved to procure motor vehicles for the use of the Government agencies under Outright Purchase, Financial Leasing and Operational Leasing method as stipulated in this circular. Accordingly, it is the responsibility of the all Chief Accounting Officers, Accounting Officers and all those engaged in procurement process to follow the instructions given in this Circular for the procurement of vehicles.

#### 02. Applicability

Provisions of this circular will be applicable for:

- (i) Government agencies financed by the Consolidated Fund- Ministries, Departments, Special Spending Units and Public Institutions,
- (ii) Provincial Councils and Local Authorities

A separate circular will be issued by the Department of Public Enterprises in respect of procurement of vehicles by the public institutions not funded by the Consolidated Fund.

#### 03. Assessment of vehicle requirement

- (a) All requests for procuring vehicles should be forwarded through the secretary of the respective line ministry along with the duly filled form in *Annex I* of this circular to the Comptroller General's office of the General Treasury. Prior to submitting to the Comptroller General's office of the General Treasury, such requests should be reviewed considering the following criteria by a committee chaired by the secretary of the respective line ministry.
  - (i) Reasons for the requirement of vehicle/s
  - (ii) Requirement and the existing vehicle fleet of the agency.
  - (iii) Age and conditions of the existing vehicle/s to be replaced.
  - (iv) Average repair cost of existing vehicle/s during the past 3 years.
  - (v) Number of assigned vehicles and number of officers who avail transport allowance.
  - (vi) Number of vehicles disposed as per the Public Finance Circular No.02/2015 dated 10/07/2015
  - (vii) Provisions of this circular and any other factors appropriate for such review.
- (b) The request received from the relevant Ministry will be strictly assessed by the Comptroller General to ensure productive use of the government vehicles considering the following factors pertaining to the government agency.
  - (i) Recommendations of the review committee
  - (ii) Mandate of the agency
  - (iii) Economical use of the existing vehicle fleet
  - (iv) Possibility of managing the requirement within the existing vehicle fleet of the Government Agency.
- (c) After appraising the requests, Comptroller General will forward the applications with his/her recommendations to the Department of National Budget.

#### 04. Approval of the General Treasury

Prior approval of the Department of National Budget should be obtained before commencing of the procurement process of vehicles. Such approval, based on the recommendation of the Comptroller General and subject to the availability of financial resources, will be granted by the Director General, Department of National Budget.

The specimen letters of approval for each mode of procurement described in para 05 are given in *Annex* II,III, and IV.

#### 05. Procurement Procedure

As per the approval given in para 04 of this Circular, relevant Government agency shall procure vehicles by applying the approved methods as stipulated in 05(A), 05(B) or 05(C) of this Circular by strictly adhering to the Government Procurement Guidelines.

#### (A) Outright Purchase Method

Un-registered (Brand new) vehicles can be procured under this method within the price ceiling given in respect of following categories.

Category	Description	Price Ceiling including all taxes (Rs. Mn. per vehicle)
A.I	Speaker/Cabinet Ministers/ Leader of the Opposition/Provincial Governors/Provincial Chief Ministers/State Ministers/Deputy Speaker/Deputy Ministers as per the Circular Letter No. CSA/1/6 dated 14/07/2016 issued by the Presidential Secretariat and any subsequent amendments thereto	43.00
A.II	Provincial Ministers/Chairmen of Provincial Councils/Deputy Chairmen of Provincial Councils as per the Circular Letter No. CSA/1/6 dated 14/07/2016 issued by the Presidential Secretariat and any subsequent amendments thereto	36.00
A.III	Secretaries to Ministries, Chief Secretaries of Provincial Councils or officers in equivalent capacity	
A.IV	District Secretaries	As decided by the Director General of
A.V	Vehicles to be procured by foreign funded projects	the Department of National Budget,
A.VI	Utility vehicles such as tractors, lorries, trucks, gully bowsers, backhoes, vehicle mounted cranes, buses, ambulances, crew cabs, three wheelers, motor cycles, and special purpose vehicles etc.	considering market prices of vehicles

#### (B) Financial Leasing Method

- I. Following procedure should be adhered in procuring vehicles under Financial Leasing Method.
  - a **Selection of Leasing Companies:** Department of National Budget will select the prospective leasing facility provider from the state banks engaged in the business of leasing following the Government Procurement Guidelines. After obtaining the required approval in terms of para 4 of this circular, the relevant agencies should procure vehicles from the selected leasing company.
  - b Placing Purchase Order: The relevant Government agency should place the Purchase Order with the vehicle supplier through the relevant leasing facility provider in accordance with the terms and conditions of the lease agreement.
  - c Leasing Payment Method: Payment of the lease should be made by the vehicle/s procuring Government agency to the leasing provider in 60 equal monthly installments i.e. principal payment and interest payment.
  - d **Insurance of the vehicle:** Vehicle/s should be insured for the market value by the respective Government agency.
  - e **Ownership and transferability:** Vehicle/s procured under this method should be inventoried by the relevant Government agency and such vehicles cannot be transferred or disposed until the payment of the final installment.
  - f Recording of Information: Government agencies should record information through new CIGAS such as vehicle registration number, vehicle type, leased value and status of lease payment, assigned officers, as per each category etc. and provide the same to the Comptroller General's office.
  - Accounting: The recognizing of the lease assets (vehicles) should be accounted through new CIGAS under the main ledger code No. 9180 (lease assets) by the respective Ministries, Departments and special spending agencies.
- II. Un-registered (brand new) vehicles not more than 1600 cc engine capacity can be procured under this method within the price ceiling given in respect of following categories.

Category	Description	Price Ceiling including all taxes (Rs. Mn. per vehicle)
B.I	Additional Secretaries/ Director Generals/ Chairmen of Boards or officers of equivalent capacity	12.00
B.II	Senior Assistant Secretaries/ Directors or officers of equivalent capacity	10.00
B.III	Staff of the Hon. Ministers/ State Ministers and Deputy Ministers entitled for an assigned vehicle as per the Circular No. CA/1/17/1 dated 14.05.2010 issued by the Presidential Secretariat	10.00
B.IV	Staff of the Hon. Governors/ Chief Ministers/ Provincial Council Ministers/ Chairmen of Provincial Councils/Deputy Chairmen of Provincial Councils as per the Circular No. RCMD/1/4/23/4/4 dated 19.12.2011 issued by the Presidential Secretariat	10.00
B.V	Coordinating Secretaries of Secretaries to the Ministries	9.00

III. Under special circumstances and having considered the nature of activities, unregistered (brand new) vehicles not more than 3000cc engine capacity can be procured subject to the recommendation of the Comptroller General within the price ceiling given in respect of following categories.

Category	Type of vehicle	Price Ceiling including all taxes
		(Rs. Mn. per vehicle)
B.VI	Double cab	10.00
B.VII	Van with a seating capacity not exceeding 16	10.00

#### (C) Operational Leasing Method

(i) Vehicles not more than 3000 cc engine capacity can be procured under this method within the rental ceilings given in respect of following categories.

Category	Type of vehicle	Monthly Rental Ceiling excluding VAT (Rs. per vehicle)
C.I	Double cab	165,000
C.II	Van with a seating capacity not exceeding 16	170,000

(ii) The respective government agency is responsible for the procurement of relevant vehicles, having applied the Government Procurement Procedure through competitive bidding process, subject to the condition that vehicle supplier (lessor) provides a fully maintained vehicle for a period of five years (60 months) on a fixed rental basis, fulfilling the following terms and conditions.

- (a) Eligibility of the supplier (lessor): Eligible supplier should be a vehicle agent who is a franchise holder of world renowned vehicle brands available in Sri Lanka, financial institution licensed under the Central Bank of Sri Lanka or a car rental service (i.e. Rent a Car Companies) with at least 10 vehicles in the fleet.
- (b) **Vehicle condition:** Vehicles to be obtained under this method should either be brand new or unregistered vehicles with a millage less than 1000 km.
- (c) Services to be provided: The lessor should bear all routine maintenance costs including expenses on accidental repairs as well as insurance and other related fees. If repairs and maintenance works take more than 24 hours, as per the requirement of the lessee, the lessor is required to provide a replacement vehicle as similar type.
- (d) **Driver and fuel:** The relevant Government agency is responsible for employing drivers and providing required fuel for the vehicles procured under this method.
- (e) **Exclusions:** Vehicles imported under any Concessionary Permit Scheme of the Government cannot be leased out under this method.
- (f) Agreement between Lessor and Lessee: An agreement including all the terms and conditions should be signed between the relevant Government agency (lessee) and the vehicle supplier (lessor). A specimen of the agreement that may be used by the relevant Government agency with appropriate changes is available in the Department of National Budget website: <a href="https://www.treasury.gov.lk">www.treasury.gov.lk</a> (Annex V).
- (g) Allocations and Accounting: The expenses for this purpose should be treated as operational expenditure since an asset will not be created under this method. Required provisions will be allocated by the Department of National Budget under a separate recurrent vote.
- (h) **Payment Method:** The relevant agency should ensure making the rental payments on monthly basis to the lessor as per the agreement signed and should not have payment in arrears that will be brought forward to the following year.
- (i) **Record of Information:** A separate register on the vehicles procured under this method should be maintained by the respective agencies. Information such as vehicle type, vehicle registration number, rent value and period,

assigned officers, etc. should be recorded appropriately and provide the same to the Comptroller General's office.

#### 06. Disposal of vehicles

- (i) All Heads of Government agencies shall ensure disposal of vehicles as per the instructions given in Public Finance (PF) Circular No. 02/2015 dated 10<sup>th</sup> July 2015.
- (ii) If the approval is given to procure a vehicle on the basis of replacement, Chief Accounting Officers are responsible for the disposal of existing vehicle within four months from the date of registration of the new vehicle. The proceeds received from the disposal of the motor vehicles owned by the Ministries, Departments, Special Spending Units and all other Government agencies funded by the budgetary provisions should be credited to the Consolidated Fund whereas those vehicles being disposed belonging to provincial councils should credit such proceeds to respective Provincial Council Fund. If the new purchase is to replace a rented vehicle, respective rent agreement should be terminated immediately after purchasing the new vehicle.

#### 07. Misappropriation of Government vehicles

- (i) Officers who avail transport allowances in lieu of assigned vehicles or officers who use assigned vehicles, are not entitled to use any other pool vehicle.
- (ii) Government agency should not procure any vehicle without following the instructions given in this circular.
- (iii) All Heads of Government agencies should ensure that an officer who is entitled to an assigned vehicle as per the designation, is assigned only one (01) vehicle.
- (iv) In respect of projects, requests for procurement of vehicles should be decided by a committee chaired by the Secretary of the line ministry after scrutinizing the requirements against specific number of vehicles which may have been permitted to procure as per the agreement. Officers who are entitled to assigned vehicles should not be allocated any vehicle procured under any project other than the assigned vehicle.
- (v) All Heads of Government agencies should ensure that Government vehicles are not misused or misappropriated.

(vi) Disciplinary action should be taken by the relevant authority in respect of misusing or misappropriating of Government vehicles by breaching the provisions of this Circular and other related provisions.

#### 08. Cancellation of previous circulars

The National Budget Circular No. 1/2016 dated 17/03/2016 and Circular No. 1/2016 (i) dated 19/09/2016 are hereby rescinded.

#### 09. Clarifications

For further clarifications, please contact the Director or the relevant officer in the Department of National Budget coordinating with your agency or officers in the Comptroller General's Office (Tel. 0112 151425).

R. H. S. Samaratunga

Secretary to the Treasury

Mosso

Copies:

- (i) Secretary to the President
- (ii) Secretary to the Prime Minister
- (iii) Secretary to the Cabinet of Ministers
- (iv) Auditor General
- (v) Director General, Department of Public Enterprises
- (vi) Comptroller General, Comptroller General's Office

## Approval of the Department of National Budget for Procurement of Vehicles

Category	Number of Vehicles		Purpose of purchasing (assigned/	If assigned, pl. specify (Minister, State		In case of replacement, details of the existing vehicle	
		purchasing/ Financial Leasing/ Operational Leasing)	pool)	Ministe	r, Deputy r, Officer ry, etc.)	Year of manufacture	Registration number
Sport Utility Vehicle (SUV)		O,					*
Motor Car							
Double Cab							
Van							
Other(pl. specify)	)						
5. Details of exist Vehicle Type			nber of Vehic	les		ability of	
	Age less that 05 years	n Age 05-10 years	Age more year	1	Rent	ability of ed/hired hicles	
Sport Utility					я.		
Vehicle (SUV)							
Motor Car							
Motor Car Double Cab							
Motor Car	,				ar <sub>j</sub> e		

6.3 Having reviewed at the committee, the following vehicles are recommended

Types of vehicle	No. of vehicles	Method of	Purpose of	If assigned, pl. specify
		Procurement	purchasing	(Minister, State Minister,
		(Outright/Financial	(assigned/pool)	Deputy Minister, Officer
×		Leasing/Operational		category, etc.)
		Leasing)		
Sport Utility				
Vehicle (SUV)				
Motor Car				
Double Cab				
Van	Dr.			
Other(pl. specify)				2

Secretary to the Ministry/Chief Secretary
Date

### 6.4. Recommendation of the Comptroller General

Director General, Department of National Budget

The following vehicles are recommended

Category of the vehicle	No. of vehicles	Method of purchasing	Recommended/ Not Recommended
Sport Utility Vehicle			
(SUV)		9	
Motor Car			
Double Cab			
Van			
Other(pl. specify)			8

Comptroller General	
Department of Comptroller	Genera
Date	

Secretary, Ministry of				
•			right purchase method	
Approvarior	ne procurem	tent of ventere on out		
This has refers	to your letter	Nodated	on the above s	subject.
Danartment/Inc	stitution of		following vehicle/s to to to as per the Na	itional Budget
Vehicle category	No. of vehicles	Maximum market price (including all taxes) Rs. per vehicle	Remarks	,
Department  3. All other ap Regulations expenditure	of National Inprovals and response to the procurements.	Budget. regulations required by	through CIGAS and inform to y laws, FR, Cabinet decisions I be obtained/followed prior to from the date of issue.	, Departmenta
Director Gene Department o		dget		
Copies to:	<ul><li>2. Auditor C</li><li>3. Comptrol</li></ul>	General	of Public Finance	

Secretary, Ministry of				
Approval for th	e procurement	of vehicle under the method	of Financial Leasing	
This has reference	ce to your letter	Nodated	on the above subje	ct.
/Institution of .	(name of t	he bank who provide leasing	der the method of financial lease g facility) to the Ministry /Deper the National Budget Circ 8 subject to the following cond	partment ular No.
Vehicle category	No. of vehicles	Maximum Price Ceiling (including all taxes) Rs. per vehicle	Remarks	
Regulations, expenditure. leasing method. The leasing paprovider (na	Procurement CA separate registed.  ayment is made to me of the leasing the second seco	Guidelines etc. shall be obtater should be maintained for the by Ministry /Department /Insti	FR, Cabinet decisions, Deptained/followed prior to incust the vehicles procured under the tution of to the leasing eriod in equal installment i.e.	rring the financial ang facility
principal pay	or the payment of ment and experience (name of procur	nditure code 1406 for interest	ander the expenditure code 210 payment from the annual bud	08 for the get to the
6. (Name of ve obtaining lic	hicle/s procuren	nent agency) is responsible for applicable charges and vehi	or insuring vehicle/s at the marticle's maintenance.	ket value,
7. This approva	l is valid for a pe	eriod of one year from the date	e of issue.	
Director Genera Department of I	nl National Budget			
Copies to:		at(interest rate the Financial Leasi		
	<ol> <li>Department/</li> <li>Comptroller</li> <li>Auditor Gen</li> </ol>			

Secretary, Ministry of				
•			r the Operational Leasing	g method
This has refers	to your letter	No dated	on the above	subject.
Department/In	stitution of		following vehicle/s to as per th	e National Budget
Vehicle category	No. of vehicles	Maximum monthly rental (excluding VAT) Rs. per vehicle	Remarks	
Regulations expenditure	s, procuremen	t guidelines etc. shal register should be ma	y laws, FR, Cabinet decisi l be obtained/followed pri- nintained for the vehicles p	or to incurring the
4. This approv	al is valid for	a period of one year	from the date of issue.	
Director Gene Department of		lget		
Copies to:	2. Comptroll	er General Seneral, Department o	of Public Finance	<del></del>

# (Specimen) AGREEMENT TO HIRE MOTOR VEHICLE/S (for Operational Leasing) (Agreement No»

This Agreement is made and entered into this Day of(year) by and between
a company duly incorporated under companies Act No having its
registered office at under Registration Certificate Noin the Democratic
Socialist Republic of Sri Lanka and (hereinafter called and referred as the "the owner" which term or
expression as herein used shall where the context so requires or admit mean and include the said
and its successors and assigns of the PARTY OF THE FIRST PART.
AND
AND
of Ministry <sup>l</sup> of in the said
Republic (hereinafter called and referred to as the "the Hirer' which term or expression as hereinafter
used shall mean and include the said and his/her heirs, successors and assigns) of
the PARTY OF THE SECOND PART.

WHEREAS the Hirer is desirous of hiring from the Owner the motor vehicle/s belonging to the Owner and described in the First Schedule to this agreement (hereinafter referred to as the "Vehicle/s") and the Owner has agreed with the Hirer to hire the vehicle/s to the Hirer subject to and upon certain terms and conditions which have been accepted by the Hirer and the parties hereto desire to embody all of same in a formal written agreement.

NOW THIS AGREEMENT THEREFORE WITNESSETH that in consideration of the parties hereto doing, observing and performing all of the respective terms, conditions, covenants, stipulations and obligations contained in this Agreement to be done, observed and performed respectively by either of them, the parties hereto hereby agree as follows:-

#### 1. HIRE OF VEHICLE

Subject to and upon the terms and conditions contained in this Agreement the Owner shall provide the vehicle/s to the Hirer on hire and the Hirer shall hire the vehicle/s as from the Date and during the entirety of the definite and ascertained period of Sixty Months (60) commencing from the Date ----- and ending on the Date ---- (hereinafter referred to as "the period, terms and conditions of the Agreement").

#### 2. INSURANCES AND LISENCES

(a) The Owner shall at its own cost keep the vehicle/s comprehensively insured throughout the period with an insurer chosen by the Owner at its absolute discretion. The hirer shall acquaint himself with the scope of the insurance cover taken by the owner.

<sup>&</sup>lt;sup>1</sup> If it is a Ministry - the Secretary to the Ministry If it is Department - the head of that Department/ the name of the Department as the case may be If it is a Statutory Board - name of the Statutory Board

(b) The Owner shall keep the vehicle/s licensed throughout the period by having a valid revenue license and applicable charges (eg. Emission tax etc.) in respect of the vehicle/s from a relevant authority.

#### 3. HIRE CHARGE

(a) The Hirer shall pay to the Owner on or before the 30<sup>th</sup> day last working day of each and every month within the period, a monthly hire charge of the sum of Rupees «Hire Charge In Words» (excluding VAT) in respect of each above mention month or the said sum of money plus such amount as shall be computed at the rate of Rupees «Rate per Km In words»+ (excluding VAT) (Rs. «Rate per Km In Nos»/-+(excluding VAT) per each kilometer in respect of every kilometer in excess of Three thousand kilometers (3,000 Km) in the event that the vehicle/s has/have during such month run in excess of Three thousand kilometers (3,000 Km) provided however that the Hirer shall not be entitled to any reduction whatever in the monthly hire charge in the event of the vehicle/s running less than the said of Three thousand kilometers (3,000 Km) in any particular month, it being a condition of this agreement that the agreement is being entered into on the basis that the Hirer shall use the vehicle/s each month for running of Three thousand kilometers (3,000 Km) per month at the minimum.

#### 4. MAINTENANCE OF VEHICLE/S

- (a) The Hirer shall ensure that the vehicle is maintained in good order and condition throughout the period. The Owner shall take further arrangement for the vehicle to be regularly serviced and maintained and for all repairs necessary to the vehicle/s to be promptly attended to and be done only by the Owner or any other company nominated by the Owner for that purpose.
- (b) All such routine services, all the maintenance and repairs of the vehicle, shall be borne by the Owner.
- (c) The owner shall bear the cost of expenses on accidental repairs and other related fees. If the repairs/maintenance work takes more than 24 hours, the owner shall provide a replacement vehicle of a similar type and condition.

#### 5. USE OF VEHICLE/S

- (a) It shall be the responsibility of the Hirer to ensure that the vehicle/s is driven only by drivers who are qualified to do so and that the vehicle/s is driven by such drivers, with due diligence and care, so as to avoid any harm or damage to the vehicle/s.
- (b) The Hirer shall not do any act nor allow or suffer any omission which may directly or indirectly negate, nullify or render invalid the Insurance Policy over the vehicle/s obtained by the Owner in accordance with Clause 2(a) of this agreement.
- (c) The Hirer shall not use or suffer the vehicle/s to be used for any illegal purpose and in the event of the Owner, as the registered Owner of the vehicle/s being charged before a court, tribunal, forum, person or body for or in connection with or relating to any offence

whatsoever arising from or in respect of the vehicle/s and/or the use of the vehicle/s during the period, including but not limited to a fatal or other accident, the Hirer shall forthwith thereupon keep the Owner freed, absolved and indemnified there from and any and all liabilities arising there from by appearing before such court, tribunal, forum, person or body and accepting full responsibility for such offence as the Hirer and the person in possession and custody of the vehicle/s at the time of the commission of such offence.

(d) The hirer shall keep the owner also freed and indemnified at all times from all claims whatsoever whether in civil law or any other statutory or common law or otherwise howsoever that may arise from or in respect of in connection with the vehicle/s and/or the use of the vehicle/s during the period and the Hirer shall bear all costs of the litigation and other expenses of the Owner in any action, suit or proceedings that may be brought, instituted or commenced in that respect before any court, tribunal, forum, person or body against the owner whether jointly with the Hirer or otherwise and the Hirer shall meet in full any judgment, order, decree or award made against the Owner pursuant thereto.

#### 6. TERMINATION OF AGREEMENT

- (a) The Hirer may terminate this Agreement with the consent of the owner after giving three months notice in writing, if the vehicle is not maintained properly by the owner/hirer or immediately in case of a major mechanical fault which recurs very often, provided however, that such mechanical failure is not caused by negligence and misuse by the hirer.
- (b) The Owner and Hirer may however determine the Agreement to have been prematurely terminated prior to the expiry of the period under mutual agreement for any valid reason. In that event either party shall give three months prior notice to the other party. The Hirer shall upon such premature termination of the Agreement deliver the vehicle/s to the Owner in good order and condition and pay all dues of the Owner.

#### 7. ASSIGN ABILITY OF THE AGREEMENT

(a) The Hirer may not assign this Agreement or any rights there under in any manner howsoever and shall not part with the custody and control of the vehicle/s howsoever during the validity of the Agreement. The Hirer shall upon the termination of the Agreement at the end of the period or prematurely deliver the vehicle/s in good order and condition in accordance with the relevant provisions contained in this Agreement.

First Schedule Above Referred To

Reg. No	Make	Model	Colour	Chassis No	Engine No
«RegNo»		«Model»	< <colour»< td=""><td>«Chassis»</td><td>&lt;<engine»< td=""></engine»<></td></colour»<>	«Chassis»	< <engine»< td=""></engine»<>

IN WITNESS WHEREOF the said owner---- and the said Hirer----- have hereunto and to one others of the same tenor and date as These Presents set their respective hands at COLOMBO on this --- date ---- --(year)

#### WITNESSES:-

The Common Seal of the said (
owner) (Private) Limited
was affixed in the presence of

1.

2.

The Common Seal /the official Seal of the said \_\_\_\_\_ was affixed in the presence of

1.

2.