

**GOVERNMENT OF HIMACHAL PRADESH  
CO-OPERATION DEPARTMENT**



**THE HIMACHAL PRADESH  
CO-OPERATIVE AGRICULTURE AND  
RURAL DEVELOPMENT BANKS RULES,  
1990**

# THE HIMACHAL PRADESH CO-OPERATIVE AGRICULTURE AND RURAL DEVELOPMENT BANKS RULES, 1990

## CHAPTER I

### PRELIMINARY

1. **Short title :** These rules shall be called the Himachal Pradesh Co-operative Agriculture and Rural Development Banks Rules, 1990.

2. **Definitions :** In these rules, unless the subject or context otherwise requires :-

- (a) "Act" means the Himachal Pradesh Co-operative Agriculture and Rural Development Banks Act, 1979 (Act No. 23 of 1979).
- (b) "Bank" means the "Agriculture and Rural Development Bank" as defined in the Act;
- (c) "Distrainer" means the Registrar or an officer appointed under section 35 of the Act, who is empowered to distraint and sell the produce of the land to which the Gehan or the mortgage or hypothecation relates including the standing crops thereon and other movable property of the defaulter in accordance with the provisions of Chapter VI of the Act;
- (d) "form" means a form appended to these rules;
- (e) "Principal Officer" means the Managing Director of the Bank or any other such Subordinate Officer of the bank not below the rank of a Grade-I Officer, as may be authorised by the Managing Director of the Bank by general or special orders, in writing to perform the functions of the Principal Officer, under these rules;
- (f) "Registering Officer" means the Registering Officer appointed under the Registration Act, 1908 (Act No. XVI of 1908); and
- (g) "Sales Officer" means a person appointed by the State Government under section 35 of the Act.

All other words and expressions used herein but not defined in these rules and are defined in the Act shall have the meaning respectively assigned to them in the Act.

## CHAPTER II

3. **Procedure for mortgage, Gehan and Hypothecation of security property :** (1) The declaration for creating a Gehan or mortgage or hypothecation shall be made in Form I in triplicate.

(2) The declaration shall be made before an officer specified by the Registrar in accordance with the provisions of sub-section (1) of section 12-A of the Act.

(3) The declaration so made may be accepted by the Bank as an instrument creating a Gehan or mortgage or hypothecation in respect of the property or interest specified therein. The instrument shall be deemed to have been executed or created from the date of its acceptance by the Bank.

(4) The original and duplicate instrument shall be forwarded by the Bank through a person or by registered post, to the Registering Officer within the local limits of whose jurisdiction the whole or any part of property to which the Gehan or mortgage or hypothecation relates is situated, within thirty days from the date of execution or creation of the instrument. After complying with the procedure referred to in sub-section (5) of section 12 of the Act, the Registering Officer shall return the original instrument within one month from its receipt to the Bank through a person or through a registered post with an endorsement duly signed and stamped by him as specified in Form No. 1 referred to in sub-rule (1).

### CHAPTER III

#### GRANT OF LOANS

4. **Procedure for processing the application for loan :** (1) An application for loan shall be made in the form specified by the Bank from time to time.

(2) A public notice referred to in section 15 of the Act shall be given by the Principal Officer of the Bank under his seal and signature in the form specified by the Board from time to time.

(3) The notice, stating the name and address of the applicant, the amount of the loan applied, the purpose of the loan and the property offered for security in the application, shall be issued by pasting a copy thereof on the notice board of the Bank and also by sending the copies of the notice to the Assistant Registrar, Co-operative Societies of the district and the Tehsildar of the Tehsil in which the property mentioned in the application is situated for displaying the notice on their respective notice boards and by affixing a copy of the notice at some conspicuous part of the land, building, residence or place of business to which the Gehan or mortgage or hypothecation relates, at least fifteen days before the date fixed for hearing the objections, if any.

(4) The objection, if any shall be decided by the Principal Officer in accordance with the procedure specified in section 15 of the Act. The applicant or the objector may obtain a copy of the order accepting or rejecting the application.

(5) The applicant or the objector, if aggrieved by the order of the Principal Officer, may appeal to the Board within fifteen days from the date of the order. The decision of the Board in appeal shall be final.

(6) The maximum amount of loan shall not exceed the valuation of the property made under sub-section (1) of section 14-A of the Act, which shall further be subject to any ceiling imposed under the Bye-laws of the Bank.

5. **Creation of prior charge on the security property :** (1) A notice referred to in sub-section (2) of section 17 shall be in Form No. II and shall be issued by the person so authorised by the Principal Officer from time to time.

(2) The notice issued under sub-rule (1) besides pasting it on the notice board of the Bank, shall also be sent to the Assistant Registrar, Co-operative Societies of the district concerned and the Tehsildar of the tehsil in which the property mentioned in the notice is situated for displaying the notice on their respective notice boards and also by affixing a copy thereof at some conspicuous part of land, building, residence or place of business to which the Gehan or mortgage or hypothecation relates.

### CHAPTER IV

#### PROCEDURE FOR DISTRAINT AND SALE OF PRODUCE

6. **Form of application and procedure on receipt thereof :** The application under sub-section (1) of section 23 of the Act shall be in Form III and shall be signed by a person duly authorised by the Board. On receipt of the application the Registrar shall, if satisfied that the particulars set forth in the application are correct, prepare a demand notice in duplicate in Form-IV and forward the same to the distrainer concerned.

7. **Custody and preservation of the distraint property :** (1) The distrainer shall make proper arrangements for custody and preservation of the distrained property during the interval between the distraint and the sale. The Bank may, if required by the distrainer, undertake the custody and preservation of the property distrained and shall be responsible for any loss or damage to the distrained property incurred during such custody owing to the negligence of the person to whom the property is so entrusted.

(2) The distraint shall be made only after sun rise and before sun set

(8) **Distraint of produce :** Where the property to be distrained is produce of the hypothecated property including the standing crops thereon, the distraint shall be made by affixing a copy of the warrant of distraint--.

- (a) Where such produce is standing crop, on land on which such crop has grown; or
- (b) Where such produce has been cut or gathered, on the thrashing floor or place for trading out grain or the like or fodder stock on or in which it is deposited;

and another copy of the warrant shall be affixed on the outer door or on some other conspicuous part of the house in which the defaulter ordinarily resides and the produce shall be deemed to have passed into the possession of the distrainer.

**9. Defaulter to be served with notice :** As soon as the distraint is made after issuing a demand notice under section 24 of the Act, the distrainer shall serve on the defaulter a notice containing a list of the property distrained and information as regards the place, the day and house, at which the distrained property shall be sold :

Provided that where owing to the absence of the defaulter it is not possible to serve such notice upon him, the distrainer may serve it upon any adult male member of the defaulter's family at his usual place of abode or upon the authorised agent of the defaulter or when such service is also not possible, shall affix it on some conspicuous part of his residence and of his land :

Provided further that where the defaulter does not reside in the village in which the land, the standing crops or the produce of which is distrained, is situated, the notice shall be affixed on the land and a copy of it shall be sent by registered post to the defaulter to his last known place of residence.

**10. Proclamation of the time and place of sale and of the distraint :** (1) The distrainer, shall, on the day previous to and on the day of sale, cause a proclamation of the time and place of the intended sale to be made by beat of a drum in the village in which the defaulter resides or the produce is kept and in such other place or places as the distrainer may consider necessary and/or by publication of notice etc. to give due publicity to the sale.

(2) No sale shall take place until after the expiration of a period of 15 days from the date of the service of the demand referred to in section 24 of the Act :

Provided that where the property seized is subject to speedy and natural decay, the distrainer may sell it at any time before the expiry of the said period of 15 days.

**11. Sale how conducted :** (1) At the appointed time and place, the distrainer shall sell in public auction the distrained property or such part thereof, as may be necessary, in one or more lots as the distrainer may consider desirable and dispose off the same to the highest bidder.

(2) The distrainer may, in his discretion, adjourn the sale to a specified day and hour, after recording his reasons for such adjournment.

(3) Where a sale is so adjourned, under sub-rule (2) above, for a longer period than seven days, a fresh proclamation shall be made unless the defaulter consents to waive it off.

**12. Withdrawal of distraint on tender of moneys due and expenses, prior to sale :** When prior to the day fixed for sale, the defaulter or any person acting on his behalf, or any person claiming an interest in the property distrained, pay to the Bank or the Registrar or the distrainer the full amount due, including interest, travelling allowance and other expenses incurred in distraining and proclaiming the sale, the distrainer shall not proceed with the sale and shall release the property forthwith.

**13. Payment on purchase of distrainted property :** The purchaser shall pay the bid a amount in cash at the time of sale or as soon thereafter as the distrainer may appoint, and the purchaser shall not be permitted to carry away any part of the property until he has paid for in full.

**14. Resale in case of default :** If the purchaser makes a default in the payment of bid money, the property shall be resold and the proceeds of such resale shall be applied in the manner provided in section 25 of the Act. Any deficiency of price which may happen on resale by reason of purchaser's default and all expenses attending such resale shall, at the instance of either the applicant or the defaulter, be recoverable from the defaulting purchaser.

15. **Investigation of claims to any right or interest in distrained property :** (1) Where any claim is preferred by any person other than the defaulter to any right or interest in the distrained property, the distrainer shall investigate the claim and dispose it off on its merits :

Provided that no such investigation shall be made where the distrainer is satisfied, on the reasons to be recorded, that the claim was designedly made to unnecessarily delay the sale.

(2) The distrainer may postpone the sale pending the investigation if he finds a prima facie case to investigate a claim received under sub-rule (1).

## CHAPTER V

### PROCEDURE IN THE SALE OF SECURITY PROPERTY

16. **Form and contents of application for sale of Immovable property and procedure on receipt thereof :** (1) The application under sub-section (1) of section 27 of the Act shall be in Form V.

(2) On receipt of the application, the Sale Officer shall issue a notice in Form VI.

17. **When defaulter neglects to pay :** If, before the expiration of the time allowed in the notice issued by the Sale Officer under sub-rule (2) of rule 16, the amount specified in such notice is not paid, the Sale Officer after giving notice to the Bank concerned shall proceed to sell the immovable property specified in the application.

18. **Proclamation before sale :** (1) The Sale Officer shall cause a proclamation in Form VII of the intended sale to be made.

(2) The proclamation shall be made by pasting signed copies thereof on the notice boards of the bank, the Assistant Registrar, Co-operative Societies of the district and of the Tehsildar of the Tehsil in which the property to be sold is situated at least ten days before the date fixed for the sale and also by beat of drum in the village where the hypothecated property is situated on two consecutive days previous to the date of sale and on the day of sale, prior to the commencement of the sale.

(3) The Sales Officer, may in his discretion adjourn, the sale to a specified day and hour after recording his reasons for such adjournment.

(4) Where a sale is adjourned under sub-rule (3) for a longer period than seven days, a fresh proclamation shall be made and published unless the defaulter consents to waive the fresh proclamation.

19. **Deposit by purchaser and resale on default :** (1) When the highest bid of the auction has been ascertained, the person who made that bid shall, on the requisition of the Sales Officer, pay to that officer at least a minimum deposit of fifteen percent of the amount of his bid, and shall on payment thereof, be declared to be the purchaser. If the person who made the highest bid fails to pay such deposit, the property shall be resold forthwith.

(2) The remaining amount of the purchase money shall be paid by the purchaser to the Bank or the Sales Officer within 15 days from the date of sale.

20. **Set off where Bank is purchaser :** (1) Where the Bank at whose instance the property is sold, is the purchaser, the purchase money and the amount due shall be set off against one another and the Sales Officer shall enter the satisfaction of payment of such money in whole or in part accordingly.

21. **Procedure in default of payemnt :** In default of payment of the purchase money within the period mentioned in rule 19 of the deposit may, if the Sale Officer thinks fit, after defraying all costs, charges and expenses of the sale, be forfeited to the State Bank and the property shall be resold, and the defaulting purchaser shall forfeit all claim to the property or to any part of the sum for which it may subsequently be sold.

22. **Report of sale :** The Sales Officer shall, on the conclusion of the sale make a report to the Registrar and the Bank, at whose instance the property was brought to sale regarding the result of the sale.

## CHAPTER VI

**23. Certified copies of documents, entries in documents and accounts :** (1) No copy of a document or of an entry therein taken under sub-section (3) of sections 43 and 46 of the Act shall be admissible in evidence unless it contains a certificate in Form VIII.

(2) The certificate referred to in sub-rule (1) contained in the copies granted under section 46 shall be signed by the Principal Officer.

(3) The charges to be levied for the supply of a certified copy under sub-section (3) of section 43 and section 46 shall be Rs. 1.50 paise for every 150 words in English and Rs. 1.75 paise for every 150 words in Hindi or fractions thereof, subject to a minimum charge of Rs. 1.50 paise.

**24. Repeal and savings :** The Himachal Pradesh Co-operative Land Development Bank Rules, 1980 are hereby repealed :

Provided that anything done or any action taken or any right, privilege, obligation or liability acquired, accrued or incurred under the repealed rules shall not be affected by the repeal and the pending matters may continue to be proceeded or pursued in accordance with the repealed rules.

## APPENDIX

## FORM-1

(See Section 12, 12-A and Rule 3)

## FORM FOR CREATING GEHAN/MORTGAGE/HYPOTHECATION

(Triplicate of which one in copying sheet)

Form of declaration to be made under sections 12, 12-A of the Himachal Pradesh State Co-operative Agriculture and Rural Development Banks Act, 1979 (Act No. 23 of 1979) and the rule 3 of the Himachal Pradesh Co-operative Agriculture and Rural Development Bank Rules 1979, creating a Gehan upon immovable or movable property owned by a member of an Agriculture and Rural Development Bank or a Co-operative Primary Agriculture and Rural Development Bank in respect of any loan which such bank may make to the member.

Know all men by these presents that I/We/son/sons/daughter/daughters of.....  
 .....  
 aged..... residing at.....  
 and having permanent address at.....  
 ..... hereinafter called the "borrower/  
 borrowers" which expression shall where the context so permits, include his/their, successors executors,  
 legal representatives, administrators and assigns having been admitted to the membership of  
 ..... Bank with limited liability (hereinafter called the "Bank") and being desirous of borrowing from the Bank do  
 hereby declare and create a Gehan (hereinafter called the "Gehan property") in favour of the Banks required  
 by sections 12, 12-A of the Himachal Pradesh State Co-operative Agriculture and Rural Development  
 Banks Act, 1979 (Act No. 23 of 1979) for due repayment of the loan which the Bank makes and for all  
 future advances which the Bank on terms and conditions in the loan sanctioning order may make to me/ us  
 subject to the maximum amount of Rs..... only)  
 (Rupees..... only)  
 together with the interest on such amount of the loans and advances.

The said borrower doth/borrowers do hereby declare that he has/they have clear title to the Gehan  
 property, holds/hold the property as a tenant entitled to fixity of tenure as per.....  
 ..... (here enter description of title deeds) and further covenant and undertake to  
 make goods any loss or or damage that may be occasioned by reason of either defeat in the title of interest  
 or otherwise.

The said borrower doth declare/borrowers do further declare that there are no encumbrances on the  
 Gehan property other than the charge hereby created; and

The said borrower/borrowers doth/do hereby undertake not to transfer the said property or any interest  
 in the said property by way of sale, mortgage, gift or otherwise part with possession until the entire amount  
 of the loan or loans taken by the borrower/borrowers from the bank together with interest thereon is fully  
 paid to the Bank.

The said borrower doth/borrowers do hereby further agree and declare that this deed is subject to  
 and shall be deemed to include all the conditions under sections 12 12-A of The Himachal Pradesh State  
 Co-operative Agriculture and Rural Development Banks Act, 1979 (Act No. 23 of 1979).

Now the condition of the above written Gehan is such that if the borrower duly pays/borrowers duly  
 pay the entire amount due from him/them and also confirms/confirm to the provisions of the Act, the rules  
 and bye-laws of the Bank then the above written Gehan shall become in effective otherwise it shall remain  
 in full force and virtue.

Description of the property :

A. Immovable :

Revenue Village , ..  
Tehsil ..  
District ..  
Khata/Khatauni No. ..  
Khasra No. ..

AREA :

(i) Cultivated ..  
(ii) Uncultivated ..  
(iii) Other ..  
Right of Mortgagor/Gehan ..  
Creator ..

B. Movable :

Description of movable property/ ..  
assets in detail ..

*Signature of Mortgagor/Gehan Creator.*

Date.....

Place.....

**DECLARATION**

I/we..... son/sons,  
daughter/daughters, wife/widow of Shri.....  
son of Shri..... resident of.....  
Tehsil..... District.....  
do hereby state and declare that the above given description of property is true to the best of my/our  
knowledge and belief and that the same is free from all encumbrances.

*Signature of Mortgagor/Gehan Creator.*

Witnesses (with name and address) :

1.

2.

## ATTESTATION

The above declaration was signed before me by Shri/Smt.....  
 son/daughter/wife/widow of Shri..... son of  
 Shri..... resident of .....  
 Tehsil..... District..... who is  
 personally known to me/us is identified by Shri/Smt.....  
 son/daughter/wife/widow of Shri..... resident of .....  
 Tehsil..... District..... who  
 is personally known to me.

Signature of Identifier.

Date.....

Place.....

*Signature of authorised officer with  
 designation and official seal*

Forwarded in duplicate to the Registrar/Sub-Registrar District/Tehsil..... with the  
 request to file one copy of the declaration in Book No. 1 referred to in the Registration Act, 1908 and return  
 the duplicate declaration to the Bank after compliance of sub-section 4 of section 12 of the Himachal  
 Pradesh Co-operative Agriculture and Rural Development Banks Act, 1979.

Date.....

*Signature of authorised officer with  
 designation and official seal*

## REPORT OF REGISTERING AUTHORITY

Returned to the Agriculture and Rural Development Bank Ltd..... The  
 Mortgage/Gehan created under the above declaration is duly filed in Book No. 1 of the Registration Act,  
 1908 at page(s)..... on this..... day of..... 19 .....

Date.....

Place.....

*Signature of The Registrar/Sub-Registrar  
 with official seal*

## FORM-II

[See Section (2) of section 17 and Rule 5 (1)]

## THE HIMACHAL PRADESH STATE CO-OPERATIVE AGRICULTURE AND RURAL DEVELOPMENT BANK LTD.

### NOTICE

It is hereby notified under sub-section (2) of section 17 of the Himachal Pradesh Co-operative Agriculture  
 and Rural Development Banks Act, 1979 for the information of all concerned that  
 Shri/Smt..... son/daughter/wife/widow of Shri..... son of  
 Shri..... resident of..... Tehsil.....  
 District..... has created a charge in favour of this Bank on the property described in  
 the below given schedule vide Mortgage/Gehan/Hypothecation instrument executed on.....  
 the day of..... 19 .....

Notwithstanding anything contained in any law for the the being  
 in force the above Mortgage/Gehan/Hypothecation shall take precedence over any attachment or equitable  
 mortgage over the said property after the expiry of thirty days from the issue/publication of this Notice.

Any claim or interest under such attachment or equitable mortgage should be notified to this bank within the said period of thirty days.

### SCHEDULE OF PROPERTY

**A. Immovable :**

Revenue Village ..  
 Tehsil ..  
 District ..  
 Khata/Khatauni No. ..  
 Khasra No. ..

**AREA :**

(i) Cultivated ..  
 (ii) Uncultivated ..  
 (iii) Other ..  
 Right of Mortgagor/Gehan Creator ..

**B. MOVABLE :**

Description of movable ..

Issued by and on behalf of Himachal Pradesh State Co-operative Agriculture and Rural development Bank Ltd., this ..... day of ..... 19 ..

*Signature of authorised officer with  
 designation and official seal*

Copy to :

1. The Assistant Registrar, Co-operative Societies, District..... for displaying on his notice board.
2. The Tehsildar..... Tehsil, District..... for displaying on his notice board.

*Signature of authorised officer  
 with official seal*

### FORM-III

[See Section 23 (1) and Rule 6]

### APPLICATION FOR DISTRAINT AND SALE OF PRODUCE

The Registrar,  
 Co-operative Societies,  
 Himachal Pradesh, Shimla.

The applicant seeks recovery of loan instalment from the defaulter by distraint and sale of produce. The desired particulars are given below :

1. Applicant.....

2. Defaulter.....son/daughter/wife/widow  
of....., Village..... Post Office.....  
Police Station..... Tehsil.....  
District.....

3. Particulars of the security property :

A. Immovable :

Revenue Village ..  
Tehsil ..  
District ..  
Khata/Khatauni No. ..  
Khasra No. ..

AREA :

(i) Cultivated ..  
(ii) Uncultivated ..  
(iii) Other ..  
Right of Mortgagor/Gehan Creator ..

B. Movable :

Description of movable property/assets in detail ..

4. Date of default of ..

First instalment Next instalment

5. Amount under default on account of :

Principal Interest upto

Total.....

*Yours faithfully,*

Date.....

*Signature of the person authorised by the board*

Place.....

*with name, designation and official seal*

**FORM IV**

(See Section 24 and Rule 6)

**DEMAND NOTICE**

To

The Distraimer,

.....  
.....

**MEMO :**

Having satisfied myself about the particulars stated in the application for distraint and sale of produce, I hereby prepare a demand notice and forward the same to you for further necessary action in accordance with the Himachal Pradesh Co-operative Agriculture and Rural Development Bank Act, 1979 and rules made thereunder. The requisite particulars are given below :

1. Applicant.....

2. Name of the defaulter.....  
 son/daughter/wife/widow of.....  
 Village....., Post Office.....  
 Police Station....., Tehsil....., District.....

3. Amount under default on account of :  
 Principal Interest  
 Total.....

4. Date of application for distraint and sale of produce

5. Description of the security property :

A. Immovable :

Revenue Village ..  
 Tehsil ..  
 District ..  
 Khata/Khatauni No. ..  
 Khasra No. ..

AREA :

(i) Cultivated ..  
 (ii) Uncultivated ..  
 (iii) Other ..  
 Right of Mortgagor/Gehan Creator ..

B. Movable :

Description of movable property/assets in detail ..

Date.....

Place.....

( )

Registrar

with name and official seal.

**FORM V**

[See Section 27 and Rule 16 (1)]

**APPLICATION FOR SALE OF SECURITY PROPERTY**

To

The Sale Officer,  
 .....  
 .....

Sir,

The loanee having undergone in default in the payment of the loan instalment/s, it is requested that the recovery be kindly made by attachment and sale of the security property. Requisite particulars are given below :

1. Applicant.....

2. Loanee..... son/daughter/wife/widow of.....  
 Village....., Post Office.....  
 Tehsil....., District.....

3. Description of the security property :

A. Immovable :

Revenue Village ..  
 Tehsil ..  
 District ..  
 Khata/Khatauni No. ..  
 Khasra No. ..

AREA :

(i) Cultivated ..  
 (ii) Uncultivated ..  
 (iii) Other ..  
 Right of Mortgagor/Gehan Creator ..

B. Movable :

Description of movable property/assets in detail ..

4. Amount due for recovery :

Principal .. Interest upto ..  
 Total.....

Expenses incurred by the Bank (with detail)

5. The name and address of the person on whom notice under section 26(2)(b) have been served.

Serial No.

Name with full address

Yours faithfully,

( )

Date.....

Signature of the person authorised by the Board with

Place.....

name, designation and official seal.

### FORM VI

[See Section 27, Rule 16 (2)]

### NOTICE OF SALE OF SECURITY PROPERTY

To

Shri/Smt..... son/daughter/wife/widow of.....

..... resident of Village....., Police Station.....  
 Tehsil....., District.....

**NOTICE**

Please take notice that the loanee has undergone default in the payment of loan and an application under section 27 of the Himachal Pradesh Co-operative Agriculture and Rural Development Bank Act, 1979 has been made. The security property described below shall, therefore be put to sale by the undersigned on or after.....  
subject to the proof of any previous charge in favour of the Government and/or any other previous charge on the basis of registered deed. Necessary particulars are given below.

1. Applicant.....
2. Loanee..... son/  
daughter/wife/widow of.....  
Village....., Post Office.....  
Tehsil....., District.....
3. Description of the security property :
  - A. Immovable :
 

Revenue Village	..
Tehsil	..
District	..
Khata/Khatauni No.	..
Khasra No.	..
  - AREA :
 

(i) Cultivated	..
(ii) Uncultivated	..
(iii) Other	..
Right of Mortgagor/Gehan Creator	..
  - B. Movable :
 

Description of movable property/assets in detail	..
--	----
4. Amount due for recovery :
 

Principal	Interest upto
Total.....	
Expenses incurred by the Bank (with detail)	..
5. The name and addresses of the persons on whom notice under section 26 (2) (b) have been served :

Serial No.

Name with full address

Issued under my hand and seal today the.....

at.....

Date.....

Place.....

Sale Officer with official seal

## FORM VII

[See Section 27, Rule 18 (1)]

## PROCLAMATION OF SALE OF SECURITY PROPERTY

Notice is hereby given under sub-rule (1) of rule 18 of the Himachal Pradesh Co-operative Agriculture and Rural Development Banks Rules, 1990, that the security property described below shall be put to sale by public auction by the undersigned on..... (date) at ..... O'clock at..... (place) for the realisation of a sum of Rs..... being the principal Rs..... interest Rs..... upto..... and other expenses incurred Rs.....

## Description of property :

1. Applicant.....
2. Loanee..... son/daughter/wife/widow of  
..... Village..... Post Office.....  
Tehsil....., District.....

## A. Immovable :

Revenue Village ..  
Tehsil ..  
District ..  
Khata/Khatauni No. ..  
Khasra No. ..

## AREA :

- (i) Cultivated ..  
(ii) Uncultivated ..  
(iii) Other ..  
Right of Mortgagor/Gehan Creator ..

## B. Movable :

Description of movable property/assets in detail ..

Condition of sale shall be announced at the spot immediately preceding the sale.

Issued under my hand and seal to day the .....  
..... at .....

*Sale Officer with seal.*

**FORM VIII**  
**(See Rule 23)**

true copy of the

"I/We certify that the above is a

-----  
true copy of an entry or entries in the

..... and that.....  
.....

I/We have compared the above copy with the original and entry or entries is found it/them to be correct".

**Signature of the Officer or person empowered  
under sub-section (1) of section 43 or  
of the authorities granting copies under  
section 46 of the Act.**