

THE AGRICULTURAL DEVELOPMENT BANK RULES, 1961

SECRECY

I will faithfully truly
execute and perform
of a Regional Advisory
of the Agricultural
relate to any office or

icate or allow to be
eto any information
will I allow any such
uments belonging to
business of the Bank.

S.R.O. 810(K)61, dated the 19th August, 1961. In exercise of the powers conferred by Section 38 of the Agricultural Development Bank Ordinance, 1961 (IV of 1961), the Federal Government is pleased to make the following rules.

CHAPTER I.--PRELIMINARY

1. **Short title and commencement.** (1) These rules may be called the Agricultural Development Bank Rules, 1961.

(2) They shall come into force at once.

2. **Definitions.** In these rules, unless there is anything repugnant in the subject or context:--

- (a) "borrower" includes a person who has applied or proposes to apply for loan;
- (b) [Omitted by the S.R.O. 734 (1)/87, dated 9-9-1987];
- (c) "non-official Director" means a Director other than an official Director;
- (d) "official Director" means a Director who is an official serving under the Federal or Provincial Government;
- (e) "Ordinance" means the Agricultural Development Bank Ordinance, 1961; and
- (f) "Section" means a section of the Ordinance.

CHAPTER II.--SHARES OF THE BANK

3. **Allotment of shares.** (1) Subject to the provisions of the Ordinance and these rules, the shares of the Bank shall be under the control of the Board.

(2) Subject to the provisions of Section 4 shares shall be allotted to the Federal Government, the Provincial Governments, the Co-operative Societies and the members of the public for the amounts subscribed by them from time to time.

4. **Inspection of Share Register.** (1) The Share Register maintained under Section 6, shall, except when closed under the provisions of these rules, be open to inspection, free of charge, by any share-holder at the Head Office of the Bank during business hours, subject to such reasonable restriction as the Bank may impose, but so however that not less than two hours in every working day are allowed

for such inspection.

(2) A share-holder shall not make a copy of any entry in the Share Register, but may, except when the Register is closed, require a copy of such entry or any part thereof to be supplied to him on any payment in advance of charges at the rate of fifty paise for every hundred or fraction of hundred words to be copied.

5. **Closure of Share Registrar.** The Board may, at any time by giving notice by public advertisement, close the Share Register for such period not exceeding six weeks as it may consider necessary.

6. **Share certificate.** (1) Every share certificate shall be issued under the common seal of the Bank.

(2) Every share certificate shall specify the number and denoting numbers of the shares to which it relates.

(3) Every share-holder shall be entitled to obtain from the Bank, free of charge, on share certificate in respect of the total number of shares allotted to him or, where the number of shares, held by him exceeds five hundred, for every five hundred shares.

(4) A share-holder may request the Bank to issue a separate share certificate for any number of shares held by him, but for every share certificate required in excess of the number of certificates to which the share-holder is entitled under sub-rule (3) he shall pay to the Bank a sum of one rupee.

7. **Renewal of share certificate.** (1) If any share certificate is worn out or defaced or tendered for sub-division, then upon production thereof at the Head Office of the Bank, a new certificate or certificates may be issued in lieu thereof.

(2) Where any share certificate is alleged to have been lost or destroyed, then, upon production of such evidence of loss or destruction and execution of such indemnity bond, with or without surety, as the Board may require, a new certificate, in lieu thereof shall be issued to the party entitled to the share certificate alleged to have been lost or destroyed, and the persons applying for a new share certificate under this rule shall pay to the Bank all the expenses incurred in connection with the investigation of the circumstances of loss or destruction and the execution of the indemnity bond.

(3) For every certificate issued under sub-rules (1) and (2) the share-holder shall pay one rupee to the Bank.

8. **Transfer of shares.** (1) Subject to the restrictions contained in the Ordinance, shares shall be transferable with the previous approval of the Federal Government.

(2) Every transfer of shares shall be in the following form, namely:-

We A. B. (Name and address) (hereinafter called the Transferor) in consideration of the sum of Rupees.....paid to us by C.D. (Name and address) (hereinafter called "the

Transferee") do hereby transfer to the Bank to hold upon the several conditions of the execution of the agreement to take the conditions aforesaid registered in the Share Register.

A witness our hand

Transferor

Witness

Transferee

Witness

(3) An instrument be signed by the transfer authorised in writing by case be attested by a witness under the signature intended witness shall be given in the

(4) Every instrument shall be submitted to the Ordinance, these rules, at the transfer shall with the be entered in the Share Register.

(5) A share certificate transferred in the Share Register shall be valid and enforceable without any further registration or intended to be transferred.

9. **Cancellation of register.** (1) No transfer unless:-

- (a) a sum of rupees than five hundred value is paid and not be refunded
- (b) the instrument the shares to the transferor's title

(2) On receiving register the transfer, the necessary to satisfy itself

Transferee") do hereby transfer to the transferee the share (or shares) number.....in the Agricultural Development Bank to hold upto the transferee and their assigns, subject to the several conditions on which we would hold the same at the time of the execution hereof and so, the transferee, do hereby agree to take the said share of (or shares) subject to the conditions aforesaid and we the transferee request that we be registered in respect of the said share (or shares) in the share register.

A witness our hands.....this day of.....

Transferor	(Address)
Witness	(Address)
Transferee	(Address)
Witness	(Address)

(3) An instrument of transfer of share in the foregoing form may be signed by the transferor or the transferee or by any person duly authorised in writing by the transferor or the transferee shall in each case be attested by a witness who shall sign the said form in the space under the signature intended to be attested; and the address of each witness shall be given in the space provided in the form for the same.

(4) Every instrument of transfer of shares executed as aforesaid shall be submitted to the Board and, subject to the provisions of the Ordinance, these rules, and the regulations made under the Ordinance, the transfer shall with the previous permission of the Board in writing, be entered in the Share Register.

(5) No transfer of shares shall take effect until it has been entered in the Share Register under sub-rule (4), and until it is so entered the transferor, notwithstanding any contract to the contrary but without prejudice the rights and liabilities of the transferor and the transferee *inter se*, the transferor shall continue to hold the share intended to be transferred.

9. Conditions for entry of transfer of shares in share register. (1) No transfer of shares shall be entered in the Share Register unless:--

- (a) a sum of rupee five, or, if the value of shares transferred is less than five hundred rupees, a sum equal to one per cent. of such value, is paid to the Bank in respect thereof, which sum shall not be refunded in any case;
- (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence of the transferor's title and rights as the Bank may require.

(2) On receiving an instrument of transfer with the request to register the transfer, the Board shall make such enquiries as it considers necessary to satisfy itself that the proposed transferee is qualified under

the Ordinance and these rules to be registered as a share-holder.

10. Bank's lien on shares. (1) The bank shall have first charge upon all shares and the proceeds of their sale for and in respect of all debts, liabilities, and engagement which the share-holder either solely or jointly with any other person owes to, or has entered into with, the Bank whether the payment, fulfilment or discharge thereof has become due or not, and such charge shall extend to all dividends from time to time declared in respect of such shares.

(2) Unless otherwise agreed the entry of a transfer of shares in the Share Register shall not operate as waiver of the Bank's lien, if any, on such shares.

CHAPTER III--GRANT, SECURITY & RECOVERY OF LOANS

11. Conditions for grant of loans. (1) No loan shall be sanctioned by the Bank unless it has investigated the extent of the actual legitimate credit needs of the borrower.

(2) No loan sanctioned by the bank or any portion thereof shall be paid, or made available, to the borrower unless the Bank has satisfied itself that the actual legitimate credit needs of the borrower continue to exist at the time of payment of making the loan available.

(3) Loan shall ordinarily be given in kind, but in cash may also be granted at the discretion of the Bank where in its opinion, the circumstances of the case so warrant.

(4) The Bank shall in no case grant any loan in excess of the repaying capacity of the borrower as determined by the Bank.

(5) No loan shall be rated by drawing, accepting, discounting, buying and selling or rediscounting of the bills of exchange, promissory notes or other negotiable instruments unless they bear two or more signatures, one of which shall be that of a Schedule Bank or any corporation approved by the Federal Government for the purpose.

12. Term of loan. (1) A loan may be short term, medium term or long term loan, according to the period in which it is required to be fully repaid.

(2) A short term loan is a loan which is to be fully paid within eighteen months of payment by the Bank of the amount of loan or its first instalment to the borrower.

(3) A medium term loan is a loan which is not a short term loan and is to be fully repaid within five years of payment by the bank of the amount of loan or its first instalment to the borrower.

13. Security for medium and long term loans. (1) Every medium term or long term loan shall be fully secured by mortgage of immovable property but the Bank may in suitable cases accept in lieu of such mortgage, a pledge or assignment in favour of the Bank of gold, Government securities or life insurance policies or a tractor, power tiller, other agricultural machinery and equipment or a hull and marine diesel

engine which is to be purchase

Provided that a loan land, for growing betel leaf industry in rural areas, who secured by a bond with one necessary:

Provided further that also, at the discretion of the deposit held in the Bank or Scheduled Bank with the power renewal by extension of time if such authority think Bank's loans is effected.

(2) Notwithstanding medium term loan for the forward areas which have secured by a bond with one necessary.

14. Extent of different types of security granted shall not exceed the basis, namely:

- (i) the maximum amount of the Scheduled Bank
- (ii) eighty per cent of the Government securities
- (iv) eighty-five per cent of the total for gold
- (v) "Seventy-five per cent rate fixed by the finance."
- (vi) seventy-five per cent of the pledged;
- (vii) fifty per cent. of the pledged;
- (viii) fifty per cent. of the pledged;

1. Inst. vide S.R.O. 73-10
2. Subs. vide S.R.O. 2(1) Part II 2nd Jan., 1990
3. Subs. Ibid.

as a share-holder.

The bank shall have first sale for and in respect of share-holder either solely as entered into with, the large thereof has become dividends from time to

of a transfer of shares in of the Bank's lien, if any,

RECOVERY OF LOANS

(1) No loan shall be the extent of the actual

any portion thereof shall as the Bank has satisfied the borrower continue to liable.

d, in cash may also are its opinion, the

y loan in excess of the y the Bank.

accepting, discounting, exchange, promissory ey bear two or more hedule Bank or any or the purpose.

t term, medium term n it is required to be

be fully paid within mount of loan or its

ot a short term loan t by the bank of the

ns. (1) Every r by mortgage of ses' accept in lieu of f the Bank of gold, tractor, power tiller, ll and marine diesel

engine which is to be purchased with the help of such a loan:

Provided that a loan for the purchase of cattle for ploughing land, for growing betel leaf orchard, and to cottage industry or agro-industry in rural areas, when given as a medium term loan, may be secured by a bond with one or more securities as the Bank may deem necessary:

Provided further that a medium term or long term loan may also, at the discretion of the sanctioning authority, be secured by a fixed deposit held in the Bank or by no unconditional Bank guarantee of a Scheduled Bank with the power to the sanctioning authority to accept a renewal by extension of time of the unconditional guarantee from time to time if such authority thinks it to be advisable, till full payment of the Bank's loans is effected.

(2) Notwithstanding anything contained in sub-rule (1), any medium term loan for the purpose of rehabilitation of agriculture in the forward areas which have suffered as a result of enemy action may be secured by a bond with one or more sureties as the Bank may deem necessary.

14. Extent upto which loans may be granted against different types of securities. (1) The total amount of loan to be granted shall not exceed the value of security calculated on the following basis, namely:--

- (i) the maximum amount of an unconditional Bank guarantee of a Scheduled Bank after keeping sufficient margin for unpaid interest, ¹[or return] costs, charges and expenses;
- (ii) full amount of a bond with one or more sureties after keeping sufficient margin for unpaid interest, ¹[or return] costs, charges and expenses;
- (iii) eighty-five per cent. of the market value or of the face value of Government securities, whichever is less;
- (iv) eighty-five per cent. of the value of gold determined at Rs. 100 per tola for gold content of maximum fineness;
- (v) "Seventy-five per cent. of the value of gold determined at the rate fixed by the Board per gram for gold content of maximum fineness."²
- (vi) seventy-five per cent. of the appraise value of ³[the] crop;
- (vii) fifty per cent. of the appraised value of harvested paddy crop to be pledged;
- (viii) fifty per cent. of the appraised value of paddy or sugarcane of

1. Inst. vide S.R.O. 734(1)/87, dated 9-9-1987.
2. Subs. vide S.R.O. 2(1)/93 dated 12-12-1993 [Gazette of Pakistan, Extraordinary, Part II 2nd Jan., 1993].
3. Subs. Ibid.

cotton crop to be hypothecated;

- (ix) seventy per cent. of the appraised value of machinery installed or to be installed out of the Bank's loans or out of the borrower's own resources;
- (x) sixty-six per cent. or where the sanctioning authority for reasons to be recorded in writing decided to relax that limit seventy-five per cent. of the appraised value of the land or land and buildings;
- (xi) fifty per cent. of the appraised value of the farm machinery and equipment, hull or diesel engine to be purchased out of the Bank's loan or out of the borrower's own resources.

(2) In appraising the value of land or other property for purposes of security any increase or accretions likely to be made with the help of the loan may be taken into account.

(3) Where any property offered as security is already subject to any mortgage, charge or other encumbrance, its value for purposes of security shall be calculated at fifty per cent. of its appraised value reduced by double the amount secured (including interest ⁴[or return] thereon) by such mortgage, charge or encumbrance or by such lesser amount, not being less than the amount actually so secured (including interest, ⁴[or return] thereon), as the Chairman ⁵[.....] thinks fit.

Provided that nothing in this rule shall prevent the sanctioning authority from refusing to accept such property as security for want of clear title of the intending borrower.

15. Insurance of security. All property pledged, hypothecated or mortgaged with the Bank shall as far as may be, be insured at the expense of the borrower, with an insurance company approved by the Bank for the period for which the property is so pledged, hypothecated or mortgaged.

16. Expenses for which a borrower is liable. (1) The expenses actually incurred on visits by the officers, servant or representatives of the bank to any place or establishment for the purpose of ensuring that the loan made by the Bank is being properly applied for the purpose approved by the Board and that the disposal of output and other activities of the borrower are not prejudicial to the financial interest of the Bank, shall be charged by the bank from the borrower, and before the inspection is undertaken, the Bank may require the borrower to deposit the amount is undertaken, the Bank may require the borrower to deposit the amount of expenses estimated to be incurred on such inspection.

(2) When the Bank has to incur an expenditure on account, or in consequence of any act or omission on the part of the borrower, or

4. Inst. vide S.R.O. 734(1)/87, dated 9-9-1987.

5. Words omitted, *ibid*.

any person acting on his behalf the Bank the amount actually borrowed, to deposit such to meet that expenditure.

(3) When search Registrar is to be made by free from encumbrance, incidental to the search and by it to be necessary to me

17. Interest, incidentals. ⁶[(1) Loans rates of interest or return or equity participation as

(2) In specifying the Board may also specify charge in the event of default thereof, not being a default

⁷[(2-A) in specifying sub-rule (1) the Board may shall allow in the event date of loan or any instalment

(3) In addition to such commission and interest time specify.

18. Conditions employees and their committees or sub-committees or advisory committees or any other body connected with the Bank, in which he or any application for grant relative or to a Co-operative which or with whom is connected as a partner.

(2) When an employee of the Bank is concerned, he shall immediately higher officer transfer the application.

(3) No officer loan, in which he or any the right title or interest security for such loan.

6. Subs. vide S.R.O. 73

7. Inst. vide S.R.O. 73

any person acting on his behalf, the borrower shall be liable to pay to the Bank the amount actually so incurred and the bank may require the borrower, to deposit such sum as may be estimated by it to be necessary to meet that expenditure.

(3) When search of the records of a District Registrar or a Sub-Registrar is to be made by the Bank to verify that the security offered is free from encumbrance, the applicant for loan shall bear the cost incidental to the search and shall deposit with the Bank a sum estimated by it to be necessary to meet the expenditure.

17. Interest, '[for return]' fees, commission and incidentals. ⁶[(1) Loans shall be granted by the Bank at such rate or rates of interest or return, or on such terms as to profit and loss sharing or equity participation as the Board may from time to time specify.]

(2) In specifying the rate or rates of interest under sub-rule (1), the Board may also specify a higher rate of interest which the Bank shall charge in the event of default of repayment or non-payment of any instalment thereof, not being a default due to any natural calamity.

⁴[(2-A) in specifying the rate or rates of return or terms under sub-rule (1) the Board may also specify the rate of rebate which the Bank shall allow in the event of timely repayment or repayment before due date of loan or any instalment thereof.]

(3) In addition to interest, '[or return]' the Bank may also charge such commission and incidental charges as the Board may from time to time specify.

18. Conditions for grant of loan to Directors, members, employees and their relatives. (1) No Director, member of any committee or sub-committee, member of the Regional Advisory Committee or an adviser appointed as such and no Bank employee shall deal with, judge or vote on any matter connected with any business of the Bank, in which he or any of his relatives is personally concerned, or any application for grant of loan to himself, his partner, co-trustee or relative or to a Co-operative Society, body, corporate or individual with which or with whom such Director, member, adviser or employee is connected as a partner, director manager or servant.

(2) When an application for loan is received for action by an employee of the Bank in which he or any of his relatives is personally concerned, he shall immediately bring the fact to the notice of his immediate higher officer, who unless there is some special reason, will transfer the application to another employee.

(3) No officer shall investigate the facts of any application for loan, in which he or any of his relatives is personally concerned or verify the right title or interest of the borrower in the property offered as security for such loan.

6. Subs. vide S.R.O. 731(1)/87, dated 9-9-1987.

7. Inst. vide S.R.O. 731(1)/87, dated 9-9-1987.

(4) No Branch Manager shall sanction any loan in which he or any of his relatives is personally concerned but shall refer the application for loan to the ⁸[...] Regional Manager for disposal.

(5) No ⁸[...] Regional Manager shall sanction any loan in which he or any of his relatives is personally concerned but shall refer the application to the Head Office of the Bank.

(6) No officer in the Head Office of the Bank shall sanction any loan in which he or any of his relatives is personally concerned.

(7) An application for loan in which the Chairman or any of his relatives is personally concerned shall be referred to the Board, irrespective of the fact that the amount of the loan applied for is within the sanctioning power of the Chairman.

(8) In the case of an application which is submitted to the Executive Committee or the Board, any member or officer, in the case of his relatives is personally concerned in the loan shall, upon receipt of the notice of consideration of the application in a meeting of the Committee or the Board, notify to the Bank and abstain from taking part in the meetings of the Executive Committee or the Board as provided in sub-rule (1).

Explanation. In this rule, the word "relative" with reference to any person means his son, daughter, husband, wife, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law.

19. **Taking over the management of the defaulting concern.** Where the Chairman is satisfied that a borrower who is under a liability to the Bank under an agreement has made any default in repayment or has otherwise failed to comply with the terms of the agreement, the Chairman, through any person authorised by him in this behalf, may give notice to such borrower to repay the balance of the loan in full or, as the case may be, comply with the terms of the agreement within three days next after the receipt of the notice, and if the borrower fails to comply with the said notice the Chairman or any person authorised by him in this behalf, may by further notice require the borrower to hand over the management of the concern to an officer authorised by the Bank.

20. **Legal proceeding against defaulting concern.** If any borrower refuses or fails to hand over the management of the concern or receipt of notice under rule 19, an officer of the Bank duly authorised by the Chairman in this behalf may apply to the competent Court for necessary orders as regards handing over of the management of the concern to the Bank.

21. **Management of concern taken over.** (1) Where the management of the concern is taken over by the Bank, the Bank shall prescribe the manner in which affairs of that concern shall be managed

⁸ Words omitted Inst. vide S.R.O. 7311/787, dated 9-9-1987.

taking into consideration each case.

(2) For the purpose of the management of which is a Managing Director, Committee composed of condition as it thinks fit and the interest of the Bank.

(3) The managing Bank thinks fit in the the concern's liability, strive as far as possible and for this purpose, the Bank may, in its discretion, require the establishment of proper records.

It is further provided that the exists.

CHAPTER IV - P

Committee shall have

(a) to sanction, and to vary or to cancel the sanction.

(b) to write off loan and interest.

(c) to finally settle rupees irrespective of such directions.

23. Powers

powers:

(a) of a Head of force in the Government.

(b) to appoint Board appoint

9. Inst. vide S.R.O.

10. Inst. vide S.R.O.

in which he or
the application

y loan in which
shall refer the

ll sanction any
rned.

an or any of his
to the Board,
ed for is within

mitted to the
or, if he or any
immediately on
n a meeting of
lf abstain from
r the Board as

reference to
at mother,

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

the Board in

taking into consideration the particular circumstances of the concern in each case.

(2) For the purpose of administering the affairs of a concern the management of which is taken over by the Bank, the Bank may appoint a Managing Director, Managing Agents, a Director-in-charge, or a Committee composed of more than one person and may lay down such condition as it thinks fit taking into the consideration the public interest and the interest of the Bank.

(3) The management appointed under sub-rule (2) shall, if the Bank thinks fit in the public interest to do so and provided always that the concern's liability to the Bank remains intact and is fully secure, strive as far as possible to ensure the continued existence of the concern; and for this purpose, as also for effecting the recovery of its dues against the borrower including interest,⁹[or return] and expenses, the Bank may direct the said management to introduce such changes, in regard to matters connected with the working of the concern including establishment, administration, production and sale as it may think proper.

(4) The Bank may relinquish the management of the concern if it is satisfied that the cause for taking over the management no longer exists.

CHAPTER IV--POWERS OF THE EXECUTIVE COMMITTEE AND THE CHAIRMAN

22. Powers of the Executive Committee: The Executive Committee shall have power:

- to sanction, in any one case non-recurring expenditure upto Rs. 50,000 and recurring expenditure upto Rs. 20,000 a year within the sanctioned budget;
- to write-off losses, including those pertaining to irrecoverable loan and interest¹⁰[or return] upto Rs. 10,000 in any one case;
- to finally sanction loans upto a maximum of five lakhs of rupees irrespective of the amount of loan applied for subject to such directions as may be issued by the Board.

23. Powers of the Chairman: The Chairman shall have the powers:

- of a Head of the Department, with reference to such rules in force in the Ministries and Departments of the Federal Government as are adopted by the Bank;
- to appoint officer on the recommendations of the Selection Board appointed by the Board in pursuance of the regulations

9. Inst. vide S.R.O. 734(1)/87, dated 9-9-1987.

10. Inst. vide S.R.O. 734(1)/87, dated 9-9-1987.

made under the Ordinance and such other powers in respect of officers and staff of the Bank, as have been delegated under the Agricultural Development Bank (Staff) Service Regulations, 1961:

Provided that no appointment to a post higher than that of a Branch Manager shall be made without the approval of the Board, and no reference to the Selection Board shall be necessary for employing persons on deputation from Government Offices, local bodies or semi-Government institutions or re-employing retired Government Servants;

- (c) to deal finally with all cases of promotion to Class-I post upto and including the post of Branch Manager;
- (d) to create within the budget grants posts of any class other than Class-I;
- (e) subject to availability of funds to create post of any class other than Class-I in excess of budget provision for a period of not more than six months;
- (f) subject to such directions as may, from time to time be given by the Board, to sanction loans--
 - (i) to individuals other than corporate bodies but so that the amount sanctioned against one or more applications for one or different types of purposes against the same or different types of securities, together with the sanctioned amount of any previous loan not fully repaid, does not in the aggregate exceed two lakhs of rupees;
 - (ii) to corporate bodies, but so that the amount sanctioned against one or more applications for one or different purposes against the same or different types of securities, together with the sanctioned amount of any previous loan not fully repaid, does not in the aggregate exceed five lakhs of rupees;
 - (iii) to individuals and corporate bodies, to the extent to which the Executive Committee or the Board can, for the time being sanction loan, when prior reference to the Executive Committee or Board is likely to cause delay or to be prejudicial to the development of agriculture for reason to be recorded in writing:

Provided that when the amount sanctioned together with the sanctioned amount of any previous loan not fully repaid exceeds one lakh of rupees in the case of individuals and three lakhs of rupees in the case of corporate bodies, the Chairman shall report the loan sanctioned by him to the Executive Committee at its next meeting and when any amount is sanctioned in pursuance of sub-clause (iii) hereof, the Chairman shall report the loan sanctioned by him to the Executive Committee, at its next meeting if the loan sanctioned falls within the powers of the Executive Committee, and the Board if the loan sanctioned falls within the sanctioning powers of the Board.

- (g) to sanction in any 20,000 and repay the sanctioned by
- (h) to create posts upto Rs. 5000 for
- (i) to release or to
- (j) to fix the period or the Executive Committee has to and in suitable ca the period or the repayable;
- (k) in suitable cases the Board or th exceeding twenty provided that the to cover such addi
- (l) in suitable cases purpose for whi Executive Commi
- (m) where under an chargeable in the instalment therec not been due to m
- (n) to appoint for a B Committee consis each of the Distric Agriculture, Chief Agriculture, Chief Pakistan, Direct Husbandry and of authority or statu the Chairman, wi Bank's business;
- (o) to appoint honor suitable cases to s
- (p) to lay down the di of the officers and
- (q) to delegate by or sanction under th period, to such ext

in respect of
under the
Regulations,

than that of a
the Board, and
for employing
bodies or semi-
ment Servants;

Class-I post upto

than

than

than

time be given by

but so that the

for one

or different

amount of

in the aggregate

unt sanctioned

ne or different

es of securities,

y previous loan

ceed five lakhs

extent to which

n, for the time

to the Executive

delay or to be

e for reason to

ether with the

ceeds one lakh

es in the case

ctioned by

when any

hereof, the

the Executive

lls within the

loan sanctioned

- (g) to sanction in any one case non-recurring expenditure upto Rs. 20,000 and recurring expenditure upto Rs. 10,000 a year within the sanctioned budget;
- (h) to write off losses other than those due to non-recovery of loans upto Rs. 5,000 in any one case;
- (i) to release, on the request of the borrower, any portion of the security on the basis of which the Executive Committee or the Board has sanctioned a loan or loans provided that the value of the reduced security is considered by him sufficient to cover the loan under rule 14;
- (j) to fix the period of repayment of loans sanctioned by the Board or the Executive Committee unless the Board or the Executive Committee has itself fixed such period in any particular case and in suitable cases, on a representation of the borrower, alter the period or the number of instalments in which such loan is repayable;
- (k) in suitable cases to increase the amount of loan sanctioned by the Board or the Executive Committee by an amount not exceeding twenty per cent of the amount of loan so sanctioned; provided that the security offered by the borrower is sufficient to cover such additional amount;
- (l) in suitable cases to alter on the request of the borrower the purpose for which any part of the loan sanctioned by the Executive Committee or the Board may be utilized;
- (m) where under any agreement a higher rate of interest is chargeable in the event of default of repayment of loan or any instalment thereof, to determine that such default has or has not been due to natural calamity;
- (n) to appoint for a Branch of the Bank a local Technical Advisory Committee consisting, in each case, of one representative of each of the District Registrar Co-operative Societies, Director of Agriculture, Chief Engineer Co-operative Societies, Director of Agriculture, Chief Engineer of Irrigation, National Bank of Pakistan, Director of Fisheries and Director of Animal Husbandry and of any other Government Department or local authority or statutory body whose presence, in the opinion of the Chairman, will be helpful in the efficient disposal of the Bank's business;
- (o) to appoint honorary advisers and to grant honorarium in suitable cases to such advisers;
- (p) to lay down the duties and administrative and financial powers of the officers and employees of the Bank;
- (q) to delegate by order in writing any of his own powers of sanction under these rules to any officer of the bank for such period, to such extent and subject to such conditions as may be

specified in the order, except that any delegation of powers to the General Manager shall be with the approval of the Board of Directors;

- (r) to order recovery from the pay of any employee the whole or part of any loss or damage caused to the Bank by his negligence or default after giving him a chance to show cause why such recovery should not be made.

24. Returns. The audited statement of assets and liabilities required to be submitted to the Federal Government within four months of close of each financial year under sub-section (1) of Section 29 shall be in the form set out in Schedule "A" annexed hereto.

CHAPTER V.--DISQUALIFICATION AND RESIGNATION OF DIRECTORS

25. Vacation of office by a director on disqualification. If at any time it comes to the notice of the Board that any of the Directors is or has become disqualified on any of the grounds specified in Section 13, the Board shall forthwith inform the Federal Government of the nature of the disqualification and the Federal Government shall, if it is satisfied that the Director concerned is or has actually become so disqualified, declare his office to have become vacant.

26. Registration by a Director. A Director may, by writing under his hand addressed to the Secretary to the Ministry of Finance, resign his office, but he shall not cease to be a Director or relinquish his office, until the acceptance of his resignation by the Federal Government is communicated to him in writing.

CHAPTER VI.--FEES & ALLOWANCES

27. Fees of non-official Directors for attending meeting. For attending meetings of the Board or of the Executive Committee a non-official Director shall be entitled to receive fees at the following rates, namely:--

- (a) For attending a session of the Board Rs. 100.00
(b) For attending a sessions of Executive Committee ... Rs. 50.00

Explanation. For the purposes of these rules a session means one or more meetings held for transacting the business for which the Directors have been called to meet or any business added thereto with the permission of the Chairman, and session may extend to any number of days.

28. Scale of Travelling Allowance and Daily Allowance admissible to non-official Directors. (1) For attending the meetings of the Board or Executive Committee and for other journeys performed in connection with other business of the Bank travelling allowance and daily allowance shall be admissible to non-official Directors at the rate

and in the manner of servants].

(2) [Omitted]

(3) When a of permanent, Board or Executive allowance and daily journey, allowances, the place of meeting

29. Fees committment. (1) A Technical Advisory Chairman, a salary or the National Bank of Rs. 50 for each session

(2) There Rs. 25 and travelling down in the Rules.

B/

Capital

Authorised

Issued

Subscription

Reserve Fund(s):

Provisions:

Bond and Debenture

Deposits:

Fixed

Current Account

11. Subs. vide S.I.

and in the manner admissible to "[the highest category of Government servants].

(2) [Omitted vide S.R.O. 734(1), 84, dated 9-9-1987].

(3) When a Director travels from a station other than his place of permanent residence for the purpose of attending a meeting of the Board or Executive Committee he shall be entitled to travelling allowance and daily allowance at the aforesaid rate in respect of the journey actually performed by him subject to the limit of the travelling allowance admissible to him from the place of his permanent residence to the place of meeting.

29. Fees and allowance of the members of certain committees. (1) A member of the Regional Advisory Committee, the Technical Advisory Committee or any *ad hoc* Committee (other than the Chairman, a salaried officer of Government, the State Bank of Pakistan or the National Bank of Pakistan or a foreign expert) shall receive a fee of Rs. 50 for each session of the Committee attended by him.

(2) There shall also be paid to such member a daily allowance of Rs. 25 and travelling expenses at the scale and subject to conditions laid down in the Rules.

SCHEDULE A

[Vide Rule 24]

BALANCE SHEET AS AT.....

Capital	Rs. P.	Rs. P.	
		Cash in hand with Bankers:	
Authorised	Cash in hand
Issued	Cash with Bankers
Subscription and paid up		Money-at-Call and Short Notice:	
		Investments:	
Reserve Fund(s):		Loan and Advances:	
Provisions:			
Bond and Debentures:			
Deposits:		Stock on hand:	
Fixed	Dead Stock	
Current Accounts.		Other Assets	

11. Subs. vide S.R.O. 734(1)/87, dated 9-9-1987.

Saving Accounts.

Deposits-at-Call and

Short Notice and

other Accounts

Customers Liability for

Acceptance and

Endorsement.

(As per Contra)

Borrowings:

State Bank of Pakistan

Others

Profit and Loss Account:

Net Loss (if any)

Bank's liability for acceptance
and Endorsement (as per contra).

Other Liabilities: Net Profit

Profit and Loss Account. (if any)

AGRICULTURAL DEVELOPMENT BANK PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED

	Rs.	P.	Rs.	P.
Establishments			
Directors fees and expenses		(i) interest ¹² [or return]		
		(ii) Discount		
Auditor's Fees	(iii) Commission		
Rent, Taxes, Insurance,				
Lighting, etc.			
Law Charges	Net Profit carried to		
		Balance Sheet.		
Postage, Telegraph and				
Telephone Charges.				
Stationery, Printing etc.				
Depreciation and Repairs				
to Bank's property			
Contribution to staff and				
Superannuation Funds.				
Miscellaneous expenses.				

12. Inst. vide S.R.O. 734(1)/87, dated 9-9-1987.

THE FED OPERATIVES OPERATIVE

An Ordinance to pr of the Establ co-operativ tive E

Preamble. When
to enforce the Establishm
Regulation of Co-operativ
of Pakistan.

And whereas the
which render the act
New, therefore,
section (1) of Section 4
Constitution Act, 1974 is
the following Ordinance:

1. Short title
Ordinance may be called
operatives and Regula
Ordinance, 1980.

(2) It extends to
applies to all State subje

(3) It shall come

The Establish
operatives and Regul
1976, to apply to
Establishment of the Fe
Co-operative Banking O
to as the said Ordinan
thereunder and in force
Ordinance shall as f
modifications, be in fore
all State subjects wherev

(2) Any Court,
enforce the said Ordinar