

THE TRINIDAD BUILDING AND LOAN ASSOCIATION

RULES

NAME OF ASSOCIATION AND OFFICERS

- Name* 1. The name of the Association shall be:
THE TRINIDAD BUILDING AND LOAN ASSOCIATION
- Permanent Society* 2. The Association is a permanent Building Society incorporated under the Building Societies Ordinance
- Office* 3. The Office of the Association shall be in Port of Spain at such a place as the Board may from time to time appoint
- Branch Offices & Agents* 4. The Board shall have power to open offices and appoint Agents in other places, as it may think fit. Such Agents shall be deemed to be Officers within the meaning of Section 17 of the Building Societies Ordinance and shall give security in accordance with the same.

OBJECTS OF ASSOCIATION AND MANNER IN WHICH STOCK AND FUNDS ARE TO BE RAISED.

- Objects (amended 29-11-78)* 5. The Objects of the Association are to raise by subscription of members and otherwise as hereinafter mentioned a Stock or Fund for the purpose of (a) making advances to Members out of the Funds of the Association by way of mortgage upon the security of unencumbered freehold estate or unencumbered leasehold estate of which the unexpired term shall not be less than 20 years or (b) aiding them in acquiring such freehold or leasehold estate, making improvements thereon or (c) making loans to members upon the security of their unadvanced Subscription shares; and accumulating such Fund to be returned to its members as hereinafter provided.

Funds

6. The funds of the Association, shall be raised by subscriptions of the members in respect of the subscription and paid-up shares held by them, and also in respect of the premium shares and the premiums on the same taken by advanced members and the interest on the amounts advanced them by the Association, in the manner directed by these Rules, and on the premium on the advances, together with the several fees, and other payments made in conformity with these Rules and by the receipt of Savings Deposits and Special Deposits or loans at interest as well as by the receipt on account of interest or otherwise for money belonging to the Association and invested upon securities in manner set forth in these Rules, and also from the proceeds arising from the issue of Debenture Bonds and otherwise as authorised by the Rules or allowed by law.

SEAL

Seal

7. The Association shall have a Seal in the form of a circular die, having on its face the name of the Association and the year of its incorporation. The Board shall provide for the safe custody of the Seal which shall only be used with the authority of the Board. The Board may from time to time make such regulations as its sees fit determining the persons and the number of such persons by whom, and in whose presence the Seal shall be used.

OFFICER AND OTHER EMPLOYEES

Officers

(amended-29-11-78)

8. The Officers of the Association shall include the Directors, President, Vice-President, Counsel, Attorneys, Secretary, General Manager, Agents and Auditors as well as the locum tenens of any of the above named Officials. The offices of the Secretary and General Manager may be combined.

Election of

President and

Vice-President

9. At each Annual General Meeting the members after filling the vacant places of Directors, shall elect two of the members of the Board to be President and Vice-President respectively for the next term.

***Duties of
President
and Vice-
President***

10. The President shall preside at all meetings of the Association and of the Board. In all cases of a tie he shall give the casting vote, except as otherwise herein provided.

The Vice- President shall, in the absence or at the request of the President, exercise the powers and duties of the President.

***Inspection
and other
Committee***

11. The Board shall have power from time to time to appoint an Inspection Committee and such other Committees as it may think fit for the various purposes of the Association.

***Appointments
(amended-
29-11-78)***

12. The Board shall have power as occasion may arise to appoint Bankers, Surveyors, or Appraisers, the Secretary and General Manager, and other employees, and from time to time to define their duties and fix their remuneration.

***Fidelity
Guarantee***

13. The Board may from time to time determine the amount and nature of the security which each Officer of the Association having the receipt or charge of money belonging to the Association shall give, in pursuance of the Building Societies Ordinance.

***Duties of
Secretary***

14. The Secretary shall act in accordance with the instructions and directions given to him from time to time by the Board. It shall be his duty to attend to all the detail work of the Association and conduct it in such manner as the general business shall demand. For the due performance of these duties he shall receive such remuneration as the Board may fix.

***Secretary
(amended-
30-7-70 &
29-11-78***

15. The Secretary shall in conjunction with one Director sign all cheques or orders for money. The Secretary shall before entering on his duties, give a bond in the sum of not less than Two thousand four hundred dollars, which amount shall be increased at any time, if deemed advisable by the Board and the security shall be such as shall be deemed satisfactory to the Board.

***Imprest
Account***

16. For the facilitation of the business of the Association the Board may open an Imprest Account with the Bankers of the Association which shall not at any time exceed the sum of Twelve Thousand Dollars and the said account shall notwithstanding the provisions of Rule 15 be operated in such manner as the Board may determine

***Custody of
Securities
(amended-
29-11-78)***

17. All securities belonging to the Association, which are not required to be registered in the Registry of Deeds other than documents deposited as security for Share loans or such as for any temporary purpose are in the custody of the Attorneys, shall be taken charge of by the Secretary and shall be deposited with the Bankers of the Association for safe custody.

***Removal of
Officers***

18. The Board shall have power to remove any officer of the Association, with the exception of the Directors and Auditors.

COUNSEL AND ATTORNEYS

***Counsel and
Attorney
(amended -
12-12-72)***

19. The Counsel and Attorneys shall be appointed by the Board and they shall transact all such professional business of the Association as may come within their respective vocations, for which they shall receive such remuneration as the Board may from time to time determine; such remuneration to be paid either by the Association or by the individual members, or as the Board may decide.

AUDITORS

***Auditors
(amended-
27-7-82)***

20. There shall be elected by the members at the Annual General Meeting of the Association two qualified persons, or a firm of qualified accountants as Auditors at a fee to be fixed at such meeting or by the Board but who may be removed at any time by a Special Meeting of the Association called for the purpose. They shall not hold any other appointment in the Association and shall continue in office until the next Annual General Meeting (unless removed as hereinbefore mentioned) and shall be eligible for re-election.

Vacancy 21 Whenever the office of Auditor shall become vacant the Board shall forthwith convene a special meeting of the members and at such special meeting the members shall fill such vacancy, and the Auditors elected shall continue in office until the next Annual General Meeting.

Audit 22. The Auditors shall audit the books and accounts of the Association periodically at such times as the Board may deem fit but not less than once in every year. They shall ascertain in whose custody the various funds and securities, are, and shall inspect all securities, except those registered, in which case they shall examine the office copies and Registrar – General’s receipts and report in writing thereon to the Board. They shall examine and certify as to the correctness of the annual accounts and general statement of the affairs of the Association

THE BOARD

Management 23. The affairs of the Association shall be managed by the Board.

Board of Directors 24. The Board, in addition to Counsel, who shall be a Director ex-officio, shall consist of eight other Directors, two of whom shall retire by rotation at the Annual General Meeting in every year, but shall be eligible for re-election without nomination. A retiring Director intending to offer himself for re-election at such meeting shall give to the Board at least thirty days previous notice of such intention and notice of this fact shall be included in the notice convening the meeting.

Qualification 25. The qualification of each Director, ex-officer or otherwise shall be the holding alone and
(amended
12-12-72, 29-11-78
26-11-86 & 28-06-88
29-03-00) beneficially and not jointly with or as nominee or trustee for any other person or company of at least five unadvanced ordinary subscription shares or one new issue subscription share, or one special issue share or one 29-2000 issue subscription share or five long-term paid up shares in the Association.

A Director must not be a borrower from the Association, nor be three months in arrears. The Directors shall receive such remuneration for their services as may be determined at a General Meeting of the Members.

Nomination

26. No one (other than a retiring Director) shall be eligible to be a Director unless notice in writing that he is a candidate for such office shall have been given to the Association by two members of the Association within thirty days after the expiration of its financial year, and the written consent to serve of the person nominated must accompany the nomination.

Election

27. The Association shall at each Annual General Meeting at which any Directors retire in manner aforesaid, fill up the vacant offices. If the retiring Directors seeking re-election together with other members properly nominated shall not exceed the number of vacancies, then the retiring Directors and members so nominated shall be declared to be and shall be elected.

If there shall be more candidates than vacancies, then the election of Directors shall be by ballot and each member present entitled to one or more votes on a ballot shall be given a ballot paper or ballot papers for such vote or votes showing the names of all the candidates eligible for election and shall place a cross opposite the name or names of the Candidate or Candidates for whom he wishes to vote but such member can vote only for one Candidate for each vacant seat. As soon as the result of the ballot has been ascertained the Chairman shall declare to be elected for the vacant seats the Candidate or Candidates obtaining the largest number of votes but in the case of an equality of votes where one vacant seat only is to be filled, or if more than one, where the last such vacant seat is to be filled, the Candidate or Candidates concerned shall draw lots to determine who is to fill such vacant seat.

Vacancies

28. Should any Director die or resign or be three months in arrears to the Association, or be away from the Country without leave for any period exceeding three months or absent himself without leave from the Board Meetings for two months, his Office shall thereby be vacated. Provided always that whenever the number of Directors present in the Country shall fall below six the Directors shall forthwith appoint locum tenens in the place of any Director absent, so as to maintain the number of six.

Filling Vacancies

29. The Board shall in the event of any vacancies in their number appoint members to fill such vacancies, and the members so appointed shall continue in office until the next Annual General Meeting.

POWERS AND DUTIES OF DIRECTORS

- Directors Acts Valid* 30. All acts done at a meeting of the Board or by any person or persons acting as a Director or Directors, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or Directors or of any person or persons acting as aforesaid, or that they are in any way disqualified, be as valid as if such person or persons had been duly appointed and qualified to be a Director or Directors.
- Indemnity of Directors* 31. The Directors shall be, and are hereby respectively indemnified out of the funds and property of the Association from and against all losses, costs, charges, damages and expenses which they may incur, or be put to, in or about the execution of their respective trusts, offices or services; and none of them shall be answerable for any act or default of any other of them, or for any insufficiency or deficiency in title, value or otherwise, of any security taken by the Association, or for any loss arising in connection with any matter connected with the business of the Association, unless the loss arising by such means shall happen through their wilful neglect or default.
- Bye-Laws* 32. The Board shall have power from time to time to make such Bye-Laws as may seem necessary for the proper management of the affairs of the Association, consistent with these Rules, and to amend or rescind the same.

MEETINGS

- Annual General Meeting (amended 27-7-82)* 33. The Annual General Meeting of the Association shall be held within seven months after the termination of each year, at such time and place as the Board may determine, at which it shall submit a full statement of the affairs of the Association in accordance with the Building Societies Ordinance, together with the Auditors' report, printed copies of which shall be supplied to every member on application to the Secretary and shall be ready for distribution at least fourteen days prior to the meeting.

- Special Meeting (amended 29-11-78, 26-11-86 & 28-6-88)* 34. The Board may, whenever it thinks fit, and shall, upon a requisition made in writing by twenty-five members or more each holding not less than five ordinary subscription shares, one new issue subscription share, one special issue subscription share or five long-term paid-up shares convene a special meeting of the Association. Such requisition shall express the object of the meeting proposed to be called, and shall be left with the Secretary.
- Requisition for Special Meeting* 35. Upon the receipt of such requisition the Board shall forthwith proceed to convene a special meeting. If it does not convene the same within thirty days after such requisition shall have been left as aforesaid, the requisitionists may themselves convene a special meeting, but any meeting so convened shall not be held after the expiration of ninety days from the date of receipt of the said requisition.
- Expense of the Special Meeting* 36. The expense connected with convening and holding any special meeting, in pursuance of the two preceding Rules, shall be paid out of the funds of the Association, unless the meeting shall decide otherwise, in which case such expense shall be borne by the requisitionists, or the members convening the meeting as the case may be.
- Special Business* 37. No special business shall be transacted at any meeting of members unless the notice convening such meeting shall specify the general nature and object of such business. All business shall be deemed special that is transacted at a special meeting, and also all that is transacted at the annual general meeting, with the exception of the consideration of the annual accounts and general statement of the affairs of the Association, the ordinary report of the Directors, the election of Directors and Auditors for the ensuing year, and such other business as may directly arise out of the consideration of the annual report. No resolution shall be brought forward at an Annual General Meeting with respect to special business unless notice in writing of such resolution shall have been given to the Board in accordance with Rule 43 hereof.
- Chairman* 38. If neither the President nor Vice-President shall be present at the expiration of fifteen minutes after the time appointed for holding a meeting, the Directors present shall elect one of their number to be Chairman for that meeting. If no Director be present or willing to take the Chair, then the members present shall elect one of their number to be Chairman.

Voting

39. Every member of the Association (not being a minor or in arrear) holding shares for at least three months prior to the meeting shall be entitled to vote. But no member shall vote on any question concerning his personal conduct. The voting on any question shall in the first instance be by a show of hands unless otherwise herein provided but should any five members present immediately demand a ballot, it shall be taken at once on the following Schedule.

*(amended-A
29-11-78
26-11-86, 28-6-88,
29-03-00)*

A ***“Ordinary Subscription Shares, New Issue
Subscription Shares, Special issue Subscription
Shares and 2000 Issue Subscription Shares”***

Members holding shares of any class mentioned above to be entitled to the following votes in respect of such shares irrespective of the number thereof, provided no member shall be entitled to more than eight votes in his own right in respect of such shares.

Members holding one to five shares - one vote

Members holding six to ten shares - two votes

Members holding eleven to fifteen shares- three votes

Members holding more than fifteen shares- the same number of votes as would be his entitlement on fifteen shares and one additional vote for every five shares or part thereof in excess of fifteen shares.

*(amended-
29-11-78 &
26-11-86)*

B. Borrowers Paid-Up Shares, Long-term Paid-Up Shares and Short Term Paid Up Shares

Members holding one or more shares of any class mentioned above to be entitled to one vote only in respect of such share or shares irrespective of the number thereof.

NO MEMBER SHALL VOTE EITHER PERSONALLY OR BY PROXY ON ANY QUESTION IN WHICH HE SHALL HAVE A PERSONAL INTEREST AS DISTINCT FROM THE OTHER MEMBERS.

- Proxies*** 40. Members are also entitled to vote by proxy, provided that the person holding such proxy is a member of the Association, but no member shall hold more than six proxies. All proxies shall be in the form prescribed in the appendix to these Rules and shall be deposited with the Secretary together with Certified copies of the Powers of Attorney under which they are signed, if any, at least ninety-six hours before the hour for which the meeting has been convened. No member shall exercise more than fifty-six votes including proxies.
- Quorum*** 41. At all meetings of the Association ten members present in person exclusive of the Directors, shall form a quorum.
- Adjournments*** 42. Any meeting of members may be adjourned from time to time; but no business shall be transacted other than the business left unfinished at the meeting from which the adjournment took place.
- Notices of Meetings*** 43. At least fourteen days' notice of every meeting of members shall be given by the Secretary to members by advertisement in one or more daily newspapers published in the country, and a copy of such notice shall be placed in some conspicuous portion of the Office of the Association during the like period. Any further notice may be given as the Board from time to time may direct. The notice convening every meeting of members shall set out the terms of every Resolution proposed to be moved by a member at such meeting, of which the Board has received written notice at least ninety days previous to the meeting.
- Summons*** 44. The President or any two of the Directors may at any time summon a meeting of the Board.
- Board Meetings and Quorum*** 45. The Board shall meet at such times as it may determine upon, provided that a meeting be held at least once a month. Four Directors present shall form a quorum at Board Meetings. Every meeting shall be called by a notice signed by the Secretary or by a Director, which shall be sent to each Director at least forty –eight hours before such meeting is held, except in case of emergency when upon the authority of the President or Vice-President, a meeting may be called at shorter notice.
- Minutes of Proceedings*** 46. Minutes of all proceedings at every meeting of the Board and of the Association and of the resolutions passed thereat shall be entered in the respective Minute- books of the Board and of the Association.

***Reading of
Minutes***

47. At every meeting of the Board and of the Association, before any other business is transacted; the minutes of the preceding meeting shall be read and singed by the Chairman of the meeting.

***Classes of
Shares (amended
29-11-78, 26-11-86
28-06-88, 29-03-00)***

- 48 (a) Ordinary Subscription Shares, New Issue Subscription Shares, Special Issue Subscription Shares and 2000 Issue Subscription Shares issued under the provisions of Rule 54 hereof.
- (b) Borrowers Paid-Up Shares, Long-Term Paid-Up Shares and Short Term Paid Up Shares issued under the provisions of Rule 57 hereof.

“Preference Shares shall not be issued”

***Limit of Number
of Shares
(amended 29-11-78
29-03-00)***

49. The words “Provided that not more than ten such Shares may be issued to such person” appearing at the end of Rule 49 shall be deleted and a full stop added to the end of the sentence.

Issue of Shares

50. The Board shall have power at any time to issue Shares in series; and to such extent and on such terms as it may consider advisable in the best interests of the Association.

Share Certificates

51. Certificates for the number of Shares held by members shall be issued under the Seal of the Association, signed by two Directors and countersigned by the Secretary. If any certificate should get lost the Board is hereby empowered to issue a duplicate thereof, and if it thinks fit may require the member to make a statutory declaration that the Certificate has been lost and that to the best of his knowledge and belief no improper use has been made of the same. Should the Board consider it necessary, the lost Certificate may be advertised for at the cost of the member. For every duplicate so issued there shall be paid such fee as the Board may from time to time determine and the Attorneys’ charge for the statutory declaration. The Certificate must be surrendered at maturity or withdrawal of the Shares to entitle unadvanced members and members holding paid-up shares to draw the sum due them for same.

Transfer of Shares 52. ***(amended -29-11-78 & 26-11-86)***

Subscription Shares and Paid-up Shares of all kinds may be transferred by endorsement on the Certificate relating to such shares or by such Form of Transfer as shall be satisfactory to the Board. Provided that Borrowers Paid-up Shares shall not be transferable without the consent of the Board.

Every such transfer shall upon the payment of such transfer fee as the Board may from time to time determine be recorded by the Secretary in the book kept for that purpose. No notice whatsoever of any trust or assignment other than above prescribed shall be entered in the books of the Association in respect of any share, nor shall any officer of the Association take note of anything but the proper assignment by transfer.

Monthly Payments

53. All moneys on account of subscriptions, interest, fines and other proper charges are due on the first day of every month, but may be paid by unadvanced members on or before the twelfth day thereafter, and by advanced members on or before the sixteenth day thereafter. Provided that if the twelfth or sixteenth day of any month falls on a Sunday or Public Holiday, such payments shall be made not later than the following day. Receipts signed by any member of the Staff authorised by the Board shall be deemed a full discharge for all such payments.

Office Hours
(amended 30-1-70)

53. (a) The Office of the Association shall be open for the purpose of receiving payments from and making payments to members on such days other than Sundays and Public Holidays and at such times as the Board may from time to time determine. Provided that at least two weeks' prior notice shall be given to members by advertisement in the daily press and in the Office of the Association of any proposed alteration in the usual business hours of the Association.

UNADVANCED AND ADVANCED ORDINARY SUBSCRIPTION SHARES

***Subscription
Shares***

***(amended- 29-11-78
26-11-86 & 28-06-88)***

54 (i) The Subscription Shares of the Association which may be issued under this Rule shall be as follows:

- (a) Unadvanced and Advance Ordinary Subscription Shares of \$250.00 each payable half-yearly, quarterly or monthly in advance at the rate of \$1.00 per share per month, provided that no member shall pay less than the equivalent of \$1.00 per month on each share subscribed for.
- (b) New Issue Unadvanced Subscription Shares of \$1,250.00 each payable half-yearly or quarterly in advance at the rate of \$15.00 per share per quarter, provided that no member shall pay less than the equivalent of \$15.00 per quarter on each share subscribed for.
- (c) Special Issue Unadvanced Subscription Shares of \$2,500.00 each payable half-yearly or quarterly in advance at the rate of \$30.00 per share per quarter. Provided that no member shall pay less than the equivalent of \$30.00 per quarter on each share subscribed for.

On each Subscription Share taken, the subscribing member shall pay such entrance fee as may from time to time be fixed by the Board of Directors.

***Dividends and
Reserve Fund
(amended 29-11-78,
26-11-86 & 29-03-00)***

- (ii) The Board is empowered to declare dividends of net cash profits which shall have been earned and received after setting aside such sums as they think proper as a Reserve Fund, which Fund shall, at the absolute discretion of the Board, be applicable to meet contingencies, losses and depreciations, or for repairing, improving and maintaining any of the property of the Association, and for such other purposes to which the profits of the Association may be properly applied as the Board shall think conducive to the interest of the Association, and may be divided into special funds, and pending such application, may at the like discretion be employed in the business of the Association without being kept separate from other assets. The dividends shall until maturity of the Shares, be declared and credited half-yearly viz: on the 30th June and on the 31st December, respectively, on amounts at credit in the books of the Association in respect of all Subscription Shares on those dates. Provided that in the event of any of such Shares maturing before the end of the half-year in respect of which such dividends shall be declared and credited as aforesaid, a proportionate part of the dividend which would have been payable on such Share had it matured at the end of the said half-year shall also be credited on the amount at credit of the said Share at the date of maturity thereof for the portion of the said half-year during which such Share remained unmatured in the books of the Association.

Dividends when declared shall be paid in cash on all matured Unadvanced Ordinary Subscription Shares and on amounts at the credit of Advanced Ordinary Subscription Shares on their release or maturity.

***Withdrawals
(amended 29-11-78
& 26-11-86)***

- (iii) No member holding Unadvanced Subscription Shares of any kind shall be entitled to withdraw from the Association without the leave of the Board. A member so withdrawing shall be entitled only to the amount at credit of his account in the books of the Association on the date of withdrawal. Provided that nothing herein contained shall prejudice or affect the Association's right of compulsory withdrawal of such shares as is hereinafter mentioned.

Any member may, with the consent of the Board, recall any withdrawal notice.

Compulsory Withdrawal of shares (amended 29-11-78 & 26-11-86) (iv) Should the accumulated funds of the Association at any time exceed the demand for their safe and profitable investment to such an extent that the usual rate of dividends payable on Subscription Shares of any kind would thereby become materially decreased, the Board is empowered to call upon any of the largest shareholders of such unadvanced shares to withdraw such number of said shares as the Board may deem necessary in the best interests of the Association at the respective amounts at the credit of such Shares on the date of withdrawal thereof; provided that such number shall not exceed seventy-five percent of the total. An equal number of new shares corresponding to those withdrawn, if the Shareholder should so desire, may be granted to such Shareholder.

Three months' notice for such withdrawal shall be given by the Association and dividends shall only be paid on the amount at credit of such shares at the date of expiry of such notice, or up to the date on which payment is made, in the event of the Shareholder accepting the amount prior to the expiry of the above-mentioned notice.

Notice before paying of matured shares (amended-29-11-78 & 26-11-86) (v) The Board shall have power to exact a period of notice not exceeding three months before paying off Subscription Shares of any kind that have matured provided that dividends on the amount of such matured shares shall continue to accrue up to date of such payments.

Short Term Subscription Shares 55. (Deleted -29-11-78)

Special Short Term Subscription Shares 56. (Deleted-26-11-86)

PAID - UP SHARES

Paid-up Shares amended 30-01-70, 29-11-78 27-07-82 57.(i) The paid Up Shares of the Association shall be paid for in full upon the issue thereof, and shall be either:
 (a) Borrowers Paid Up Shares of \$10.00 each, which may be withdrawn at the expiration of thirty years from the date of issue thereof, or such shorter period as the Board may approve

or upon repayment of the mortgage loan granted to the holder of such shares for the purpose of such repayment, and on which is payable fixed interest at such rate as the Board may determine at the time of the issue thereof;

- (b) Long Tem Paid Up Shares \$100.00 each (provided that a minimum of 10 shares must be subscribed for by each member holding such shares), which may be withdrawn at the expiration of ten years from date of issue thereof or such shorter period as the Board may approve and on which is payable fixed interest at such rate as the Board may determine at the time of the issue thereof; or
- (c) Short Term paid Up Shares of \$500.00 each, which may be withdrawn at the end of one year, two years, three years =, four years or five years from the date of issue thereof, as specified at the time of the issue of such shares or such shorter period as the Board may approve, and on which is payable fixed interest at such rate as the Board may determine at the time of the issue thereof.
- (ii) Notwithstanding the provisions stated above, permitting every paid up share to be withdrawn at the expiration of a special period from the date of issue thereof, such share may only be withdrawn by a member upon giving to the Association three months' previous in notice in writing. The Board may however, in the case of Borrows Paid Up Shares and Long Term Paid Up Shares at any time after the expiration of five years from the date of issue of such shares, and in the case of Short Term Paid Up Shares, at any time, given to a member holding such shares, one months' notice requiring the member to withdraw such shares, and interest shall cease to be payable on such shares as from the date of expiry of such notice. The Board shall also have power at any time and from time to time to limit the number of Paid Up Shares which may be withdrawn in any month.
- (iii) Interest on all Paid Up shares shall be paid in the months of January and July in each and every year calculated up to the 31st day of December and 30th day June of the previous half-years respectively. Such payable as from the first day of the month following upon the date of issue of each such share, and shall cease to be payable after the last day of the month prior to the date of withdrawal of such share.
- (iv) No dividends shall be payable on Paid Up Shares

Debenture Bonds 58. Debenture Bonds may be issued and repaid upon such terms as the Board may determine; such Debentures to be a first charge upon the assets of the Association.

Duplicate Debenture Bonds 59. The provisions of Rule 51 referring to the deposits, the issue of duplicates and the of share Certificates shall apply mutatis mutandis to the debenture Bonds as well, but the Directors may at their discretion, refuse to issue duplicate Debenture Bonds.

MEMBERSHIP

Refusal to Admit Members 60. The Board may at any time and without assigning any reason, refuse to admit any person as admit any person as a member, or to transfer any Shares to such person
(amended 29-11-78 & 26-1186)

Membership 61 Any person not a lunatic, may, subject to Rule 60 become a member of the Association

Joint Ownership 62. Shares may be issued in joint names of two or more persons. Only the person whose name stands first on the Register shall be entitled to vote or to receive any notice or communication in respect of such shares; but no withdrawal or transfer of such shares shall take place without the signature of every person whose name is so entered as a joint member, or without proof of death, lunacy, or incapacity of such member as may not give signature. Any evidence of such death, lunacy, or incapacity, shall as between the Associations and the member or members in respect of whom it is tendered, be conclusive and binding on all parties, saving the rights of the Association to indemnity in case of fraud.

Lunatic Members 63. Should any member be adjudged or become a lunatic the legally appointed Committee of such lunatic member shall, on proof satisfactory to the Board, of such his appointment, be entitled to be registered as such in the books of the Association; and upon such registration shall subject to provisions of any ordinance relating to Lunatics, have and enjoy all the

benefits and privileges and be subject to all the restrictions and liabilities, which such lunatic member would have, enjoyed, or been subject to, if of sound mind

No fines shall be payable by the lunatic member pending the appointment of such a Committee.

Provided that if no such Committee is appointed, the Board may, after the expiration of six months from the date of the member being adjudged or becoming lunatic, pay the withdrawal value of any share or shares held by the lunatic member to the husband, wife, child or children or next of Kin of such lunatic member, and the payment may be made in such manner and subject to such considerations as the Board may deem necessary.

Death of Member 64. If any member shall die, his legal personal representative shall forthwith give written notice of such death to the Secretary, and on proof to the satisfaction of the Board, of the title of such representatives the shares of such deceased member shall be transferred by the Secretary to the name of such representatives; their names shall be registered in the order in which they shall stand in the Letters Testamentary, or Letters of Administration granted to them. After such transfer, such representatives shall subject to all restrictions which the deceased member would have had or enjoyed, or been subject to if living. Provided, however, that nothing in this Rule shall be taken to limit or affect the provisions of the Building Societies Ordinance.

Change of Address 65. As often as any member shall change his place of abode, he shall give notice thereof, in writing, to the Secretary, who shall, on receiving such notice, make an entry in the Register accordingly. If a member changes his address and fails to notify the Secretary of such changes, the Association shall not be responsible for the failure of any notice to reach him, which shall have been sent to the address opposite his name in the Register

Members Subject 66. Every member shall be subject to the Rules of the Association and also to any alterations

to Rules

that may have been made prior to the date on which his withdrawal from the Association is sanctioned by the Board

CESSATION OF MEMBERSHIP

*Cessation of
Membership
(amended 29-11-78 &*

67. The membership of a member holding unadvanced Subscription Shares or Paid Up Shares of any kind shall cease as such, upon payment to him by the Association of the amount due to him upon withdrawal or of the value of his share upon maturity or upon approval by the Board of a transfer of his share or upon the forfeiture of his share under the Rules hereof. The membership of a member holding Advance Ordinary Subscription Shares shall cease as such at the endorsements by the Association of a receipt upon his mortgage in the form prescribed by The Building Societies Ordinance or upon the re-conveyance to him by the Association of the property mortgaged.

FUNDS

Application of Funds

68. The Funds of the Association after providing for and maintaining such a Reserve Fund as The Board may think fit, shall be applied solely for the purposes set forth in these Rules In the following order:

- (i) In payment of interest due on Debenture and redemption of the Association debenture Bonds.
- (ii) In repayment of other Loans and Deposits and interest thereon.
- (iii) In payment of interest due on paid-up shares
- (iv) In payment of all other liabilities incurred under these Rules except as hereinafter mentioned.
- (v) In paying off Paid-Up Shares that are withdrawn in accordance with rule 57 hereof
- (vi) (Deleted 29-11-78)
- (vii) (Deleted 26-11-86)
- (viii) In paying off Unadvance Subscription Shares of all Kinds that have matured or are withdrawn in accordance with Rule 54 hereof.
- (ix) (Deleted 29-11-78)
- (x) (Deleted 26-11-86)

- (xi) In payment of dividends on Subscription Shares of all kinds in accordance with Rule 54 hereof
- (xii) In payment of Subscriptions interest and other moneys if any payable to members withdrawing under Rule 54 hereof
- (xiii) In making advances or Loans to members in accordance with these Rules
- (xiv) Generally for all other purposes incidental to the business of the Association or authorised by these Rules
- (xv) Generally for all other purposes incidental to the business of the Association or authorised by these Rules or allowances by law.

Funds Investment of

69. The Board shall have power as occasion may arise to borrow to an extent not exceeding two-thirds of the value of the mortgage securities of the Association, in accordance with the powers conferred by the Building Societies Ordinance, and it may determine the rates of the repayments thereof.

BORROWING POWERS

Borrowing Powers

70. The Board shall have power as occasion may arise to borrow to an extent not exceeding two-thirds of the value of the mortgage securities of the Association. In accordance with the powers conferred by the Building Societies Ordinance, and it may determine the rates of interest to be paid on such loans and the terms of the repayments thereof.

SAVING DEPOSITS

Saving Deposits

- 71.(i) Any member may deposit any sum not being than \$5.00 with the Association, and interest thereon shall be added half-yearly at such rate per annum as the Board may from time to time determine.
- (ii) Every depositor shall be given a pass book, in which all entries shall be recorded and initialled by the proper officer.
 - (iii) Interest will not be allowed on deposits remaining with the Association less than one calendar month.

- (iv) Accrued interest will be credited on the 30th June and 31st December every year, and will be paid only at, or after, the same respective periods. When an account is closed, interest shall be paid up to the end of the preceding month.
- (v) No depositor shall withdraw less than \$5.00 at any one time and no smaller amount than \$5.00 shall be left to the credit of his account. The depositor shall give to the Secretary one month's notice in writing of any withdrawal.
- (vi) Deposits will be paid only to the Depositor in person, except in case of unavoidable absence, when the written order of the Depositor duly authenticated and accompanied by the Depositor's pass book will suffice.
- (vii) When an account is closed the pass book must be given to the Association.
- (viii) Depositors whose pass books have been lost will be required to furnish the Association with a letter of indemnity before the whole or any part of the money on deposit can be withdrawn.
- (ix) The Board shall have the power from time to time:-
 - a. to fix the maximum total amount of the credit balance of individual depositors;
 - b. to limit the total amount of deposits this can be in the hand of the Association.
- (x) Should the accumulated funds of the Association at any time exceed the demand for their safe and profitable investment to such an extent that the usual rate of dividends would thereby become materially decreased, the Board is empowered to give one month's notice in writing to any depositor or depositors to withdraw his or their deposits, or any portion thereof. Provided that the Board shall begin by giving such notice or notices to the depositors or depositors having the largest amounts standing in his or their name or names. Interest shall be paid on such deposits up to the date of expiry of such notice.

- (xi) Whenever the accumulated funds of the Association exceeds the demand for their safe and profitable investment, the Board is empowered to refuse to accept any further deposits from members until such time as it may think fit.
- (xii) When the Board has so decided to again receive deposits, notice shall be given to members of the Association in such manner as the Board may decide.

Special Deposits
(amended 30-01-70)

72. The Board shall have power in its discretion to accept special deposits from members or other persons or from corporate bodies or from any terminating Building conditions and for such periods as the Board may from time to time determine. Provided that no such deposit shall be withdrawn on demand or shall be accepted on terms that not less than one month's notice shall be given to the Association before withdrawal.

LOANS ON SHARES

Loans on Shares
(amended 26-4-89)

- 73.(i) Loans may be granted on the security of Unadvanced Subscription Shares of all kinds and Paid-Up Shares to such an extent as may be fixed from time to time by the Board, but not exceeding eighty-five per cent of the amount standing to the credit of such shares in the books of the Association or the total amount paid-up on such shares

(amended 13-12-73
& 27-7-82)

- (ii) Such loans shall bear interest at such rate as may from time to time be fixed by the Board of Directors, payable on the last day of the month, March, June, September and December
- (iii) A full month's interest shall be charged and paid for any loan taken up on or before the 15th day of any month and half month's interest for any loan taken up after the 15th day of any month
- (iv) Loan may be paid at any time in full or by instalments of not less than \$20.00 when repaid in full or by entailments interest shall be charged and/or paid for the half month if repaid on or before the 215th day of any month and for the month if repaid after the 15th day of any month

- (v) No loans shall be granted for a less amount than \$50.00
- (vi) Shares Certificates must be deposited with the Association when a member borrows on his share under this Rule.

ADVANCES

- | | |
|--|--|
| <i>Advances
(amended -26-11-86)</i> | 74. Advances may be made to members on the security of freehold or leasehold estate by way of mortgage under the provisions of Rules 99-and 100 hereof |
| <i>Application for
Advances (amended
26-11-86)</i> | 75. (a) Applications from members for advances under Rules 99 and 100, hereof shall be made in writing through the Secretary on the form from time to time settled by the Board

(b) Every applicant shall deposit the Appraiser’s Fee and the expenses of the Inspection Committee.

(c) The Board after considering the application, the reports of the Inspection Committee and the Appraiser’s, shall decided whether the application is to be granted or not and may state any lesser amount to be advanced on the property.

(d) Any advance granted is subject to a good title. |
| <i>Inspection
Committee’s
Report</i> | 76. Every property offered to the Association as security for an advance shall if the Board thinks fit be visited by the Inspection Committee, who shall report thereon to the Board. |
| <i>Additional Shares</i> | 77. An applicant who wishes to obtain an advance on more shares than those which he actually owns, may be granted at the discretion of the Board, the necessary extra sharers |

- Additional Shares*** 78. Any applicant for an advance requiring additional shares may instead of taking new ones, substitute original shares obtained from other members, subject to the Rules relating to transfer of shares.
- Description of Security*** 79. Every application for an advance when offering to the Association any security shall, at any time, give to the Secretary written statement of any trade carried on , in or upon any part of the premises, or of the existence of anything which would in any way affect the validity of the Policy of Assurance: an it any subsequent period any such trade shall be commences or erection made in the premises which would have the effect, the like statement shall be given and the member neglecting to give such statement shall pay a fine, at the discretion of the Board, of not more than Five Dollars and not less than One Dollar per moth on each share witch he holds in the Association, during the time that such statement shall be withheld. The Board shall be at liberty to immediately sell the property.
- Appraiser's Report*** 80. The Appraisers to the Association shall immediately upon receiving instructions from the Secretary examine the properties offered as securities, and forward to the Secretary, to be submitted to the Board, a written report on the said properties, giving all necessary particulars in connection with the same.
- Outgoings Mortgaged Premises (amended 27-7-82)*** 81. Members obtaining an advance shall pay punctually all taxes, and rents, and insurance taxes, land rents, and insurance premiums. Should a member fail to pay the same, the Board may advance the amount, which shall be repaid within three months together with interest at the same rate as the current chargeable on the mortgage loan. Members borrowing on building on leased land must produce to the Secretary of the Association the receipts for the land rent at least every quarter.
- Insurance Requirements*** 82. All premises mortgage to the Association shall be insured against such risks as the Board may from time to time determine in such insurance Companies as the Board may approve of or select. The Policy of Insurance and the renewal receipts shall be deposited with the Association.
- Insurance Moneys*** 83. In the Case of damage caused by any risks insured against, the association shall receive from the Insurance Company the amount payable in respect of such damage and the Board shall have full power to settle adjusts with the Insurance Company questions relating to

such insurance and to fix with the Insurance Company the amount to be paid in respect of the damages done to the premises or relating thereto, as the Board shall think reasonable.

- Repairing Buildings*** 84. The Board shall at its discretion, either lay out the money which shall be received from any Insurance Company as aforesaid, or any part thereof, in repairing or rebuilding the premises, after consulting the members or retain and apply the same or any such part thereof as it shall think, fit in whole or partial satisfaction as the case may be, of the amount which shall be due and owing from the member of the Association and pay the surplus if any to the member or such other person as shall be entitled to receive the same.
- Inspection of Securities*** 85. The Board may, as it thinks fit, order periodical or other inspection of any property mortgaged to the Association; and every such inspection a report shall be made to the Board. The Appraiser or the other person making any such inspection as aforesaid shall receive and reasonable remuneration thereof, to be determined by the Board, and to be paid out of the funds of the Association, except in cases where the Association shall have entered into possession of the mortgagee property or shall be in a position to exercise the power of sale in the mortgage thereon, in which case all payments made under the Rules shall be treated as legitimate expenses incurred by the Association as mortgages in possession, and shall be debited to the member and held secured upon the property in respect of which the same shall have been incurred.
- Surplus Expenses*** 86. All travelling and other expenses in connection with inspection of the premises offered as security to the Association shall be paid by the applicant for advance and the Board shall have power to employ one or more Appraisers to inspect such premises.
- Unfinished Buildings*** 87. Should any member after receiving any part of the advance, leave unfurnished any building on which such advance shall be secured, the Board having given eight days' notice in writing to such member of its intentions (service of such notice to be deemed sufficient if left on the premises or sent by Registered Letter), shall be at liberty to sell such premises either in their then condition, or it may first employ any person to complete the same at the cost of such member, and advance all moneys requisite for such purpose out of the funds of the Association, and the money so expended, with interest thereon, at the same rate as that currently chargeable on the mortgage loan from the date or dates of advancing the same, shall be repaid to the Association by such member on demand, and shall, in the meantime,

be a charged on the said property.

- Refusal of Security*** 88. Notwithstanding that the report of the Conveyance and Appraiser may be satisfactory in respect of property offered as security to the Association by any application for an advance, the Board is hereby empowered (if it deems it in the interest of the Association not accept the security offered) to decline to accept the same without assigning its reason for such refusal.
- Transfer of Mortgaged Property*** 89. If any member, having given any securities to the Association, shall be desirous of selling the mortgaged property subject to such securities, he may do so with the consent of the Board, Having first duly transfers the shares secured by such securities to the purchaser in manner provided by these Rules, and such purchaser shall thenceforth become liable to pay all subscriptions and other moneys payable in respect of such shares and the original mortgage shall be released from all future liability in respect thereof. The association shall be party to any such conveyance and the same shall either be prepared or revised by the Conveyance of the Association
- Substituting Securities*** 90. If any member, having given any securities to the Association, shall be desirous of having his properties discharged from the securities, he may transfer the charge to some other property of adequate value to be ascertained by the Appraiser and approved by the Board as in the case of original mortgage, and on the mortgage debt being secured on the last mentioned premise to the satisfaction of the Counsel and the Board, the premises intended to de discharged shall be discharged fro such securities
- Alterations to Properties*** 91. Any member who shall be desirous of mortgaged to the Association or proposes to use the same for any purpose other than the purpose for which the property was used at the date of mortgage, shall notify the Secretary in writing giving full particulars of the proposed alterations, additions or charged of user and apply for the Board's written consent thereto. The Board may there upon instruct the Appraisers to examine the proposed alterations additions or changes of user and report the effect thereof upon the value of the mortgage security before deciding whether such consent should be granted or not. The member applying for such consent shall pay the expenses of the examination of the property. If any member shall make any such alterations or additions without the Board's prior written consent, the amount owing to the Association according to the Rules thereof, shall at once

become due and payable if the Board shall decide; and on non-payment thereof his property may be sold. The Board may. As an alternative, fine the member such sum as it shall think proper.

- Repairs to Neglected Securities (amended 27-7-82)*** 92. If any member having obtained an advance from the Securities Association, shall suffer the property mortgage to the Association to be cut out to repair to such an extent so as to depreciate the value of the security the Board shall call upon such member all such necessary repair as it may deem proper; and if he fails to do so within a reasonable time, the Board shall have power to cause the property to be thoroughly repaired in all respect, and to charge the cost thereof, and also all other costs caused by such no repair to the member, and if the same be not paid when demanded they shall bear interest at the same rate as that currently chargeable on the mortgage loan or the Board may, at its discretion, proceed to realize the securities of the Association
- Lapse of Advance*** 93. Any advance granted and not taken up by the applicant within six weeks from date of notification of such advance having been granted shall lapse, but the Board may, at its discretion, extend the said term.
- Deposit for Legal Expenses (amended 29-11-78)*** 94. The member to whom an advance on mortgage security has been granted shall deposit with the Security a sum to pay for the legal expenses of the Mortgage Deed. In case the security offered to the Association has be refused owing to defective title, or for any other cause, the balance of money deposited shall be returned to the member after deducted of all expenses incurred on his behalf.
- Legal Expenses*** 95. The legal expenses of the Montage Deed shall include the convincing fee charged by the Attorney of the Association in accordance with such scale of fees as Attorneys and the Board, as well as additional charged for disbursement for searches and examination of the title of the property offered as security, and Stamp Duty and Registration Fees
- Exemption from Deposit (amended 29-11-78)*** 96. The Board may, at its discretion, exempt a member from the deposit required by Rule 94 the deposit required by Rule 94, but in that case the expenses incurred by the Association shall be repayable out of the amount of the Association granted, and shall be deducted by the Secretary.

Cost of Deeds 97. All costs and expenses incurred by the Association under Rules 89 and 90 hereof shall be repaid by the member selling or discharging his property.

Regulation of Deeds 98. All documents which for the security of the Association are required to be registered, shall be deposited in the hands of the Attorney who after shall as soon as possible thereafter register the same.

ADVANCE ON MORTGAGE FOR UNLIMITED PERIODS

Share requirement 99. (i) Every application for an advance by way of mortgage for unlimited periods shall take up such number of ordinary subscription shares as shall be required by the Board to cover the amount of the Loan.

(ii) The Board shall have the power to charge such premiums on any advance to members under this Rule as it may in its discretion think fit. The premiums may be paid wholly or in part in cash, or may be treated as though it were part of the money advanced to the member, or may be deducted from the advance at the member's option. In instances where it is not paid in cash, it shall be regaugared and dealt with as a further and distinct advance and be subject to payment of a further premium, at the same rate as on the original amount appropriated, and the premiums on the said original premium shall be calculated in such manner that the additional number of shares to be taken to cover the same original premium, and the premium thereon shall not be less than will be sufficient to cover the premium on the same; and the total amount represented by the shares so taken to cover the premium and advances shall be deemed to be the money advanced by the Association to the member, and for which he shall accordingly give the necessary securities and pay subscriptions and interest in accordance with the rules of the Association.

Premium Shares (iii) The Board shall have the power to grant to the member one or more ordinary subscription shares plus any fraction part of such a share being either $\frac{1}{4}$, $\frac{1}{2}$ or $\frac{3}{4}$ of a share to cover the premium on his advance under this Rule, and in the case of a fraction granted, the subscription, interest, fine and after payments on the said shares shall be made in the same

ratio as such fraction part of a shares shall bear to whole shares: but otherwise than as above, no fractional part of a share shall be issued.

Premium and Interest (iv) Every advanced member under this Rule shall pay interest at such rate as the Board may from time to time determine on the full value of the shares appropriated to cover the advances and the premiums if any on such advance, the first payment to be made between the first and sixteenth of the month following such advance. He shall also pay One Dollar per month for every share taken to cover the premium if any on such advance.

Release of Mortgages (v) Any member who has obtained an advance under this Rule for which he has pledged his shares and mortgaged any property to the Association may, with the consent of the Board, redeem such shares and release his property before the shares mature, by repaying the sum advanced and three months' additional interest and premium if any thereon; such shares may with the consent of the Board be returned to him and the amount appertaining to them will then remain at his credit in the books of the Association. Such member may elect to use the amount if any, at the credit of such shares towards repaying his mortgage; and pay the balance in cash, as well as three months' additional interest and dues and any expenses incurred for his account his property shall then be released and the said shares cancelled. A mortgage may, with the consent of the Board, be reduced by the amount at credit of the shares by creating a new mortgage for the amount remaining due, in which case the three months' extra interest and dues referred to above, will not be charged. All costs and expenses incurred by the Association in connection with a release of mortgage under this paragraph shall be repaid by the member requesting such release.

ADVANCES ON MORTGAGE FOR STATED PERIODS

(Amended – 30-1-70, 1-6-75, 29-11-78 & 27-07-82) 100(i) The Board may from time to time fix the minimum amount in respect of which advances by way of mortgage for stated periods may be granted under this Rule, provided that the terms of repayment of an advanced shall not be for a longer period than thirty years.

(ii) Every applicant for an advance by way of mortgage for a stated period shall take up two Borrower paid-up shares for each full sum and each fractional part of \$1,000.00 of the principal moneys intended to be thereby secured, which shares shall be pledged to the

Association as an additional security for the repayment of the advance. Provided that the Board may, pursuant to the provisions of paragraph (ii) of Rule 57 thereof, at any time prior to the issue of such shares determine that the interest payable thereon by the Association shall be fixed at a rate lower than that payable on other paid-up shares issued by the Association.

- (iii) No member obtaining an advance under this Rule shall be entitled to withdraw the shares required to be taken by him hereunder, or part with, transfer, pledge or otherwise deal with the same so long as any sum remains due and owing by him to the Association on the Security of his mortgage.
- (iv) The interest from time to time payable by the Association on the shares pledged to the Association as additional security for an advance made under this rule shall upon the payment thereof be credited to the member's mortgage account as from the first day of the month following any such payment.
- (v) An advance made to a member under this Rule shall be subjected to such conditions for the repayment of principal and payment of interest thereon as the Board shall determine prior to the making of the advance, which conditions shall be contained in the deed of mortgage.

Advances may be made subject to the payment by the members of equal or unequal monthly quarterly or half-yearly instalments of principal and interest combined in such amounts as shall be required by the Association to provide for repayment of the advance together with interest thereon by the said instalments over a fixed term. The respective amounts of such instalments and the terms of repayment of the advance shall be specified in the deed of mortgage.

- (vi) A member obtaining an advance under this Rule may at any time prior to the expiration of the term of repayment of the advance stated in the deed of mortgage with the consent of the Board upon giving to the Association at least one month's previous notice in writing and

upon paying to the Association an additional charge not exceeding six months interest on the amount being repaid (unless such additional charge is waived by the Board) repay to the Association on any day on which interest or an instalment of principal and interest is payable under the mortgage, together with the amount of interest or instalment of principal and interest so payable as aforesaid and such additional charge, the whole balance of the said advance then remaining owing or any part thereof being a sum of \$100.00 or some multiple thereof. Provided that any such partial payment by anticipation shall not interfere with the payment of any instalment of principal and interest subsequently becoming payable under the mortgage but shall only have the effect of accelerating the ultimate payment of the moneys remaining owing on the security.

- (vii) Every such member who desires to extend the period of repayment of the advance beyond the term states in the deed of mortgage and/or vary the provisions for repayment therein contained shall apply in writing to the Board. He Board shall consider the application in the same manner as an application for the original advance and may demand a new valuation of security. Should the Board grant the application the member may be required to sign a deed of variation of the terms of the mortgage, which shall be prepared by the Association's Attorneys, and top pay all charges in connection therewith as fixed by the Board from time to time.
- (viii) If any principal moneys remain owing on the security of the deed of mortgage after expiration of the term for repayment therein mentioned, and no extension so such term has been granted by the Board, the Association shall be entitled to call on the member for payment of the amount due at any time without previous notice, but the member shall not be entitled at his own option to pay off the said amount without giving to the Association at least three month's previous notice, but the member shall not be entitled at his own portion to pay off the said amount without giving to the Association at least three month's previous notice in writing of such intention.
- (ix) Advances may be made to employees of the Association under this Rule at such reduced rates of interest and on such special terms as the Board may from time to time determine for the purpose of enabling them to build or acquire or repair or renovate homes Provided that only one mortgage loan may be granted to each such employee and that is made a condition of the said loan that until repayment of the same the mortgaged property shall not

be used or occupied for any purpose except that of a single private dwelling house solely as a residence for the mortgagor and his immediate family.

- (x) Nothing herein contained shall prejudice or affect any advances already made by the Association to members under the former Rule replaced by this Rule, or the rights, duties and liabilities of the parties thereunder.

Advances on 101. **(Deleted 29-11-78)**

Mortgage with

Short Term Subscription Shares

Advances on 102. **(Deleted 26-11-86)**

Mortgage with

Special Short Term Subscription Shares

INTEREST AND FORFEITURES

- (amended – 18-6-76, 29-11-78, 27-7-82 & 26-11-86)**
- (i) If any advanced member who is indebted to the Association for advances on mortgages made under Rule 99 hereof shall fail to pay by the sixteenth of each month, any amount due on the first of such month on account of the said advances or for interest thereon or for subscriptions and premiums payable by him to the Association, he shall be liable to charged interest for further interest on the amount remaining unpaid as from the date on which the same became due until it is paid to the Association at the rate of two per cent per month on the amount due.
 - (ii) If any advanced member who is indebted to the Association for advances on mortgage made under Rule 100 hereof shall fail to pay any amount due on account of the said advances or for interest thereon or for subscriptions and other moneys payable by him to the Association on the date when the same becomes payable, he shall be liable to be charged interest or further interest on the amount remaining unpaid as from the date on which the same became due until it is paid to the Association at the rate of two per cent per month for the first month or any part thereof and thereafter at the rate of one per cent per month or any part thereof. All unpaid interest and arrears payable under this subparagraph shall be discharged before further interest is received.

- (iii) If any member who is indebted to the Association for a share loan under Rule 73 hereof shall fail to pay any amount due on the first of each month on account of such loan or for interest thereon, or if any subscription shares of any kind shall fail to pay any amount due on the due date thereof for subscriptions on such shares, and such amount remains unpaid for a period of twelve days thereafter, he shall be liable to be charged interest or further interest on the said amount as from the date on which the same became due until it is paid to the Association at the following rates:
 - (a) Three percent per month on the amount due, provided it represents only arrears for one month or part thereof.
 - (b) Thereafter one and a half percent per month on all further arrears, provided that the interest payable hereunder shall not be less than the interest payable on one month's arrears under sub-paragraph (a) hereof.

REMISSION OF INTEREST

- (iv) The Board shall have discretionary powers to remit or vary any interest chargeable under the provisions of this Rule.
- (v) If any arrears shall be due by a member, all moneys thereafter paid by him to the Association shall be applied first in liquidation of the interest chargeable thereon under this Rule, and then in discharge of the arrears.

FORFEITURE OF SHARES

- (amended – 07-07-76)* (vi) If any member shall fail to pay his arrears other than subscriptions on advanced shares or interest thereon prescribed by this Rule, all such arrears and interest from time to time chargeable thereon and remaining unpaid shall be set-off against the amount standing to the credit of such shares, and if that amount is finally reduced to nil by reason so the set-off as aforesaid, the member shall thereupon by a Resolution of the Board forfeit all his interest in the said shares. A notice of such resolution shall forthwith be sent to him.

PENSION FUND

Pension Fund

104. The Board shall have power to establish and maintain a Pension Fund Plan and to make rules for the purpose of providing retiring pensions, gratuities, death benefits and other allowances to or for the benefit of the employees of the Association, their widows, children and other dependents. For this purpose the Board shall have power to obtain approval of such Plan by the Board of Inland revenue and to receive contributions from the employees of the Association and to pay out of the funds of the Association such initial, annual, or other contributions thereto and such management expenses of the Pension Fund as it shall think fit.

DISPUTES

Disputes

105. All cases of dispute between the Association and any of the members, or any person claiming by or through a member or under the Rules, shall be settled by reference to the Registrar pursuant to the provisions of the Building Societies Ordinance.

INSPECTION OF BOOKS

Inspection of Books

106. The books of the Association may be inspected in accordance with the provisions of the Building Societies Ordinance.

ALTERATION OF RULES

Alterations of Rules

107. The Association shall have power, from time to time, to alter or rescind these Rules, or make new Rules, with the approbation of a majority of the members present at an Extraordinary General Meeting called for the purpose, such majority to represent three-fourths in value of the shares held by the members present or represented by proxy at such meeting, or with the approbation of a committee, to be appointed by a like majority of the members at such extraordinary general meeting called for the purpose of altering the Rules, and subject to the approval of the registrar.

LEGAL PROCEEDINGS

Legal Proceedings

108. No legal proceedings shall be commenced by or on behalf of the Association against any

person, whomsoever, without the sanction of the Board.

LOSSES

- Losses* 109. If during any year the Association sustains any loss exceeding the amount of its Reserve Fund the excess shall be debited to the accounts of the members holding advanced and unadvanced Subscription Shares of all kinds in proportion to the amount standing at the credit of each at the end of such year.
(amended – 29-11-78 & 26-11-86)

TERMINATION

- Termination* 110. The Association is permanent but may at any time be dissolved in accordance with any of the modes prescribed by the Building Societies Ordinance.

INTERPRETATION

- Interpretation* 111. In the construction of these or future Rules, unless the contrary is expressly provided or by necessary implication appears to be intended, words importing the masculine gender shall be deemed to include females, and the singular shall be deemed to include the plural, and the plural singular.
(amended – 30-01-70, 29-11-78 & 27-7-82 & 26-11-86)

The word “month” shall mean calendar month

The term “member” shall mean such person holding Subscription shares or Paid-up Shares as shall have received value on the security of his shares under Rule 99.

The term “unadvanced member” shall mean such person holding Ordinary Subscription Shares as shall not have received value on the security of his shares under Rule 99.

“Advanced Share” shall mean an Ordinary Subscription Share upon which value has been received in advance under Rule 99.

“Unadvanced Share” shall mean an Ordinary Subscription Share upon which no value has been received in advance under Rule 99.

“Premium Share” shall mean an Ordinary Subscription Share issued to cover the premium on an advance under Rule 99 hereof.

“The Building Societies Ordinance” shall mean the Building Societies Ordinance Chapter 38 Number 1 now referred to as “the Building Societies Act Chapter 33 Number 4” or any statutory modification or re-enactment thereof for the time being in force.

“Surveyor” shall be deemed to mean and include survey committee and vice versa.

“Share” shall be deemed to include fractional parts of a share.

“The term “Notice” shall mean and include notice in writing or in print or partly in writing and partly in print.

Whenever any number of days is mentioned it shall be deemed to mean “clear days”.

“Board” shall mean the Board of Directors.

PRICE OF RULES

Price of Rules
(amended – 29-11-78
& 26-4-89)

112. A copy of these Rules shall be supplied to any member requiring the same at charge of Five Dollars, and to any other person requiring the same who is not a member at a charge of Ten Dollars.

FORM OF GENERAL PROXY

TRINIDAD

I _____ of _____

A member of the Trinidad Building and Loan Association”, do hereby appoint

_____ of _____

Also a member of the said Association, as my proxy in my absence to act for me and on my behalf at any General Meeting of the said Association that may be held during my absence from the said Island.

Witness my hand dated this _____ day of _____ 20____

Signed by the said _____

In the presence of _____

TRINIDAD

FORM OF SPECIAL PROXY

I _____ of _____

A member of “The Trinidad Building and Loan Association”, do hereby appoint

_____ of _____

also a member of the said Association, as my proxy to vote for me, and on my behalf

at the * _____ General Meeting of the Association to be

held on the day of _____ 20 _____ and at any adjournment thereof.

Witness my hand, this _____ day of _____ 20 _____

Signed by the said _____

In the presence of _____

(*Inserts “Annual”, Special”, or “Extraordinary” as the case may be)

FORM OF TRANSFER OF SHARES

THE TRINIDAD BUILDING AND LOAN ASSOCIATION
(BUILDING SOCIETIES ORDINANCE CH.38. No. 1)

TRINIDAD

I _____ of the
Ward of _____ and Island aforesaid a member of “The Trinidad
Building and Loan Association”, established at Port of Spain, Trinidad, hereinafter called the transfer, in consideration of
the sum of

Dollars and _____ cents

Paid to me by _____ of the Ward

of _____ and island above said hereinafter called the transferee, do hereby transfer and assign to
the said Transferee

executors, administrators and assigns, subject to the payments if any due to and the Rules and regulations of the said
Association, and the several conditions on which I, the said Transferor, held the same at the time of the execution hereof,
and I, the said transferee, do hereby agree to accept the said Shares, subject to eh same payments, Rules and Regulations and
Conditions.

As witness our hands this _____ day of _____ 20

Signed in the presence of

Transferor

Transferee

