

GOVERNMENT NOTICE No. 40

TRINIDAD AND TOBAGO

No. 2 of 1969.

[L.S.]

By His Excellency SIR SOLOMON HOCHOY,  
G.C.M.G., G.C.V.O., O.B.E., Governor-  
General and Commander-in-Chief of  
Trinidad and Tobago.

SOLOMON HOCHOY

*Governor-General*

### A PROCLAMATION

WHEREAS it is provided by subsection (2) of section 1 of the Statutory Authorities (Constitution and Membership) Act, 1969, that the said Act shall come into force on the day to be appointed by the Governor-General by proclamation published in the Gazette:

Now, therefore, I, SOLOMON HOCHOY, Governor-General as aforesaid, do hereby appoint the 28th day of February, 1969 as the date on which the said Act shall come into operation.

Given under my Hand and the Seal of  
Trinidad and Tobago at the Governor-  
General's Office, St. Ann's, this 28th day  
of February, 1969.

GOD SAVE THE QUEEN

GOVERNMENT PRINTERY, TRINIDAD, TRINIDAD AND TOBAGO—1969

GOVERNMENT NOTICE No. 41

TRINIDAD AND TOBAGO

THE AID TO PIONEER INDUSTRIES ORDINANCE, CH. 33. No. 3

ORDER

MADE BY THE GOVERNOR-GENERAL UNDER SECTION 3 (1) OF THE AID TO  
PIONEER INDUSTRIES ORDINANCE

THE AID TO PIONEER INDUSTRIES (HATHAWAY CARIBBEAN  
LIMITED) (MANUFACTURE OF WEARING APPAREL FOR  
EXPORT) ORDER, 1969

1. This Order may be cited as the Aid to Pioneer Industries (Hathaway Caribbean Limited) (Manufacture of Wearing Apparel for Export) Order, 1969.

2. In this Order—

“Association” means the Caribbean Free Trade Association established by an agreement signed at Dickenson Bay, Antigua, on the 15th day of December, 1965;

“Association Territories” means the Territories specified in Part II of the First Schedule of the Customs (Amendment) Act, 1968.

3. Hathaway Caribbean Limited, a company incorporated under the Companies Ordinance (hereinafter referred to as “the pioneer company”), is Ch. 31. hereby declared to be a pioneer manufacturer for the purposes of the Aid to No. 1 Pioneer Industries Ordinance (hereinafter referred to as “the Ordinance”) in relation to—

(a) its pioneer factory located at Lot 17B of the O’Meara Industrial Estate; and

(b) the manufacture of wearing apparel for export to countries other than Association Territories,

with effect from the 1st day of February, 1969, and the production day of the factory is hereby declared to be the 1st day of March, 1969. (The manufacture of wearing apparel for export was declared a pioneer industry by the Aid to Pioneer Industries (Manufacture of Wearing Apparel) Order, 1966).

4. This Order is subject to the following continuing conditions—

(a) that the pioneer company shall maintain accounts in respect of its pioneer enterprise to the satisfaction of the Commissioner of Inland Revenue;

(b) that, notwithstanding the exemption from income tax under section 8 of the Ordinance, the pioneer company shall submit annually a return of the income so exempt from tax at the same time and in the same manner as would be required if the income were not exempt from tax;

(c) that the pioneer company shall—

(i) observe the practice and policy prevailing in Trinidad and Tobago with respect to labour relations and conditions of employment;

(ii) as far as practicable, recruit its employees through the Employment Exchange of the Ministry of Labour.

Dated this 24th day of February, 1969.

K. BOSWELL-INNISS  
*Acting Secretary to the Cabinet*

GOVERNMENT NOTICE No. 42

TRINIDAD AND TOBAGO

THE HOUSING ACT, 1962

REGULATIONS

MADE BY THE AUTHORITY UNDER SECTION 22 OF THE HOUSING ACT, 1962

THE NATIONAL HOUSING AUTHORITY (DIRECT LOANS)  
REGULATIONS, 1969

- Citation . . . . . 1. These Regulations may be cited as the National Housing Authority (Direct Loans) Regulations, 1969.
- Terms of direct loans . . . . . 2. Except as is herein otherwise provided, direct loans shall be made on similar terms and conditions as those upon which a guaranteed loan would be made to such person under the provisions of Part II of the Act.
- Interest rate applicable to direct loans . . . . . 3. (1) The interest rate that is applicable to loans made under this Part shall be determined by the Authority, and published in the *Gazette* not less frequently than semi-annually.
- (2) In determining the interest rate the Authority shall fix a rate that is not less than the current rate obtainable by Government for long term borrowings by Government, and the Authority may fix a rate that exceeds such rate by not more than one per cent which excess shall constitute a servicing fee in the hands of the Authority.
- (3) In order to encourage home ownership by persons in the Public Service of Trinidad and Tobago, and by persons in receipt of below average family incomes, and in furtherance of the Rental-Mortgage and Aided-Self-Help housing programmes, the Authority may, with the approval of the Minister, establish interest rates lower than those prescribed in paragraph (1) above, but such rate shall not be more than two and a half per cent below the rate so prescribed.
- (4) No service charge shall be made by the Authority with respect to any loan which qualifies for a reduced interest rate as provided in this subparagraph.

4. At the time of application for a direct loan under this Part, the applicant shall satisfy the Authority that he has sought but been unable to obtain a loan from any two (if there be more than one) mortgagees, and for this purpose the Authority shall make available upon request up-to-date lists of all approved mortgagees.

5. (1) Before approving any application, the Authority shall be satisfied that the borrower can provide from his own resources, the difference between the amount of the approved loan and the cost of the house, hereinafter called the "borrower's equity".

(2) The borrower's equity may be represented by all land, all cash, all labour or any combination thereof employed in the acquisition of the house. Secondary borrowing to provide the borrower's equity may be permitted only in rare instances.

(3) Borrower's equities obtained through benevolent sources, such as a relative or employer, shall not be excluded unless the terms of repayment are onerous and in such cases, be taken into account in determining the borrower's ability to discharge his obligations.

6. The Authority may not establish firm age limits for a borrower except in any cases where the loan is to benefit from a reduced interest rate as provided in paragraph (3) of regulation 3 and when age is a factor in considering borrower's ability to repay.

7. (1) Save in special circumstances no loan shall be made to any person for the purpose of acquiring land or a house from his spouse or for the purpose of acquiring a house if his spouse is the owner of a house.

(2) The written declaration to be signed in accordance with subsection (2) of section 19 of the Act by a person applying for a loan shall be in Form No. 1 in the First Schedule.

8. (1) In determining the amount of a loan that is to be granted the Authority shall have regard to—

- (a) the value of the house to be built or acquired by the person applying for the loan;
- (b) the value of the land owned or acquired by such person, on which the house is situate or is to be built;
- (c) the present and prospective income of such person; and
- (d) such other circumstances as the Authority may consider material.

(2) For the purpose of determining the amount of a loan to be made under Part III of the Act, the Authority shall place a valuation on the property forming the security for the loan; but where the loan is for a purpose specified in paragraph (d) of section 18 of the Act, the value shall be the net difference in the estimated value of the premises before and after improvement or repair.

(3) Subject to paragraph (4), the loan shall be 90 per cent of the lending value.

(4) The maximum amount of the loan that may be made to any person shall be,

- (a) where the loan is for a purpose specified in paragraph (a) or (b) of section 18 of the Act, fifteen thousand dollars;
- (b) where the loan is for a purpose specified in paragraph (c) of the said section 18, twelve thousand dollars;
- (c) where the loan is for a purpose specified in paragraph (d) of the said section 18, five thousand dollars.

(5) Notwithstanding the provisions of paragraph (4), the maximum amount of the loan that may be made to any person who falls within the meaning of "family of low income" shall be 95 per cent of lending value.

(6) Notwithstanding the provisions of paragraphs (2), (3) and (4), no loan shall be made to any Government employee or any person in the service of any statutory corporation specified from time to time by the Authority and published in the *Gazette*—

- (a) in excess of the value of the standard grade of house from time to time approved by Government as being appropriate to the salary of the borrower;
- (b) in excess of a sum equal to three times the annual salary of the employee at the date of application.

Form in which direct loans to be made. Form No. 2

9. (1) Applications for direct loans shall be made in the form given as Form No. 2 in the First Schedule, and shall be accompanied by such plans, specifications and site information as the Authority may require to enable the Authority to determine the lending value of the property.

(2) Each application shall be accompanied by a fee of three dollars for every thousand dollars or part thereof of the amount of the proposed loan; if the Authority does not approve of the application, or if the application is withdrawn before the Authority has given an undertaking to make a loan, one half of such fee shall be returned to the applicant.

Particulars to be supplied to Authority if so required

10. A person applying for a loan shall—

- (a) if so required by the Authority, supply the Authority with an abstract of title of the land on which the house is situate or to be built and shall comply with all requisitions as to title made on behalf of the Authority;
- (b) on demand, permit or obtain permission for any person acting on behalf of the Authority and authorised thereunto in writing under the hand of the Secretary or Chairman of the Authority to enter and inspect any land or building in connection with which he has applied for a loan.

Deviation from plans or specifications prohibited

11. No person to whom a loan is made under these Regulations shall, without the consent in writing of the Authority, deviate from plans or specifications approved by the Authority in respect of the loan.

12. Land for the acquisition of which loans may be made under these Regulations shall consist of either—
- (a) freehold land; or
- (b) leasehold land in respect of which the unexpired period of the lease embraces the period for which the loan is to be granted.
- Nature of land in respect of which loans made
13. A loan for the acquisition, erection, repair or improvement of any house may be made only if the land on which such house is situated or to be situated consists of either—
- (a) freehold land; or
- (b) leasehold land in respect of which the unexpired period of the lease embraces the period for which the loan is to be granted.
- Loans for acquisition, erection, repair, &c., of houses
14. It shall be lawful for the Authority to require as a condition of the loan that so long as any amount remains outstanding on the loan the premises in respect of which the loan is made shall be insured, in the name of the Authority, for the amount so outstanding, against fire and such other risks as the Authority shall think proper; and where the borrower fails to pay any premium when it becomes due, or where the terms of the loan provide that the premiums shall or may be paid by the Authority, the Authority may upon payment thereof charge the borrower interest thereon, until reimbursement, at the same rate as is to be paid on the mortgage loan.
- Condition of loans and power of Authority where premiums unpaid
15. The memorandum of charge for securing a loan shall be in a form set forth in Part I of the Second Schedule, and shall be appropriate to the circumstances of the case.
- Memorandum of charge. Second Schedule
16. The receipt to be issued by the Authority on the repayment of all sums due under a memorandum of charge shall be in the form set forth in Part II of the Second Schedule.
- Form of receipt
17. (1) The Authority may, in its discretion with respect to any loan, make progress payments of the loan (hereinafter called "progress advances") as construction of the premises proceeds.
- Progress advances
- (2) No progress advances shall be made unless the Authority is satisfied that the full value of the required borrower's equity has gone into the construction or in the purchase of land.
- (3) No progress advance, or aggregate of any number of progress advances shall exceed an amount which, when added to the full value of the borrower's equity, equals 75 per cent of the value of the stage of construction reached at the date of application for such progress advance, as determined by the Authority.
- (4) No progress advance shall be made unless the Authority is satisfied that the borrower has, from any previous advance made, or from his own equity, discharged his obligations with respect to labour and materials, at least in such proportion as the amount of such equity and progress advances made bears relation to the approved loan.
- (5) No progress advance shall be made unless the Authority has been satisfied with matters pertaining to land title and completion of required documents securing the loan, or any part thereof advanced as progress advances.

FIRST SCHEDULE

(Regulation 7 (2))

FORM No. 1

THE NATIONAL HOUSING AUTHORITY (DIRECT LOANS) REGULATIONS, 1969

DECLARATION UNDER SECTION 19 (2) OF THE ACT

I.....of.....do hereby declare that I am not disqualified from obtaining a loan by section 19 (1) of the Housing Act, 1962 by reason of being a person:—

- (a) who has received under any enactment of Trinidad and Tobago other than Part III of the Housing Act, 1962, a loan for any purposes similar to those specified in section 18 of the said Act and who has not fully repaid the same; or

- (b) who is the owner of a house.

Dated this.....day of.....19.....

Declarant

FORM No. 2

(Regulation 9 (1))

THE NATIONAL HOUSING AUTHORITY (DIRECT LOANS) REGULATIONS, 1969

APPLICATION FOR DIRECT LOAN

Application is hereby made pursuant to section 18 of the Housing Act, 1962 for a direct loan for the following purpose: ..... (here set out any of the purposes set out in the

said section 18 that are applicable)

Dated this.....day of....., 19.....

Applicant

SECOND SCHEDULE

(Regulation 15)

PART I

FORM A

MEMORANDUM OF CHARGE made this.....day of .....in the Year of our Lord One Thousand Nine Hundred and.....by.....

of .....in Trinidad and Tobago, .....

.....(hereinafter called "the Borrower") in favour of the NATIONAL HOUSING AUTHORITY incorporated by the Act, 1962 (hereinafter called "the Authority"):

SECOND SCHEDULE—CONTINUED

WHEREAS THE BORROWER.....seised in fee simple free from encumbrances of the freehold hereditaments specified in the Schedule hereto (hereinafter referred to as "the said freehold hereditaments") and..... applied to the Authority for a loan of the sum of.....under the provisions of section 18 of the said Act to be applied in or towards the purposes following, that is to say: which loan the Authority has agreed to make upon the terms and conditions in manner hereinafter appearing:

WITNESSETH as follows:—

1. In pursuance of the agreement and in consideration of the sum of.....lent by the Authority to the Borrower on completion of the work to be undertaken the Borrower hereby.....covenant with the Authority to pay to the Authority the said loan, namely, the sum of.....with interest thereon at the rate of.....Dollars per centum per annum by monthly instalments of principal and interest combined at the rate of.....in respect of every Thousand Dollars: Provided that if default is made by the Borrower in payment of any instalment of principal and interest or if.....shall commit a breach of any covenant or obligation herein contained or if any event shall arise whereby the Authority may exercise its power of sale the whole of the principal money then outstanding shall become immediately due and payable with interest thereon at the rate aforesaid.

2. For consideration aforesaid the Borrower as beneficial owner convey unto the Authority the said freehold hereditaments TO HOLD the same unto and to the use of the Authority in fee simple subject to the proviso for redemption hereinafter contained.

3. The said loan of.....above mentioned shall be made on the certificate of the Chief Technical Officer, Ministry of Works or of an officer of his department authorised by him in that behalf or an Inspector appointed by the Authority as to the completion of the work to be undertaken: Provided that if at any time prior to the payment of the said sum of.....any event shall arise whereby the Authority may exercise its power of sale the Authority may decline to pay the same and may exercise any or all of the powers available to mortgagees for enforcing payment of their securities.

4. Provided that on payment by the Borrower.....to the Authority of all sums due by.....under this Memorandum of Charge this Charge shall at the request of the Borrower be vacated by Memorandum in the prescribed form or otherwise as the Borrower shall direct.

5. THE BORROWER HEREBY

with the authority during the continuance of this security as follows:—

- (1) To keep all the buildings erected on the said freehold hereditaments in good and substantial repair to the satisfaction of the Authority. And if the Borrower shall fail or neglect to do so after due notice in writing thereof to

..... the Authority may thereupon enter upon the premises and execute such repairs as may be necessary to comply with the obligation. And the Borrower will on demand repay to the Authority all the expenses incurred by the Board and will pay interest at the rate of.....Dollars per centum per annum from the date of the demand until repayment, and all such expenses and interest until repayment shall be charged on the said freehold hereditaments.

## SECOND SCHEDULE—CONTINUED

- (2) To keep all the said buildings and out-offices insured in the name of the Authority against loss or damage caused by fire, earthquake and hurricane in the sum of.....with some Insurance Company approved by the Authority and will make all payments required for the purpose as and when the same shall become due and will when required by the Authority deliver up for safe keeping by the Authority the Policy or Policies of such Insurance and the receipt for each such payment. And if the Borrower shall fail to perform any of.....obligations under this paragraph and if the Authority shall thereupon insure the said buildings or any of them in any amount not exceeding ..... the Borrower will on demand repay to the Authority all payments made for that purpose and will pay interest at the rate of.....Dollars per centum per annum from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said freehold hereditaments.
- (3) To pay and discharge all rates, taxes, duties, charges and assessments, impositions and outgoings whatsoever which shall be assessed charged or imposed upon or payable in respect of the said freehold hereditaments or any part thereof by the Borrower and if the Borrower shall at any time refuse or neglect to make such payments or to deliver the receipt therefor to the Authority on demand the Authority may pay the same and the Borrower will on demand repay to the Authority all payments made for that purpose and will pay interest at the rate of.....Dollars per centum per annum from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said freehold hereditaments.
- (4) Not to exercise any powers of leasing or letting the said freehold hereditaments or mortgaging or selling or otherwise disposing of the same or any part thereof except with the consent in writing of the Authority for that purpose first had and obtained.
- (5) To use the said freehold hereditaments as a residence for.....and.....immediate family and for no other purpose unless the permission of the Authority in writing is first had and obtained. And also will not utilize the moneys hereby loaned for any purposes other than those hereinbefore specified.
- (6) To comply with the provisions of the said Act and with all regulations made thereunder.
6. PROVIDED ALWAYS and it is hereby agreed as follows:—
- (1) The Borrower may pay off all or any number of instalments on account of the principal money for the time being owing: Provided that upon such payment the interest on the whole principal money for the time being owing be fully paid and that any such partial payment by anticipation shall not interfere with the payment in regular course of the instalments of principal and interest subsequently payable but shall only have the effect of accelerating the ultimate payment of the moneys remaining owing on this Charge.
- (2) The Authority may in its absolute discretion exercise its power of sale in any of the following events:—
- (a) if default is made in payment of any instalment of principal and interest for the time being owing on this Charge for One Month after notice requiring payment thereof shall have been served on the Borrower;
- (b) if the Borrower.....fail to observe any of.....obligations hereunder other than in regard to the payment of principal and interest;
- (c) if the Borrower commit any act of Bankruptcy or make any assignment for the benefit of.....creditors.

SECOND SCHEDULE—CONTINUED

IN WITNESS WHEREOF the Borrower.....
hereunto set.....hands the day and
year first hereinabove written and the seal of the NATIONAL HOUSING AUTHORITY was
hereto affixed by the Chairman this.....day of.....
in the Year of Our Lord One Thousand Nine Hundred and.....

FORM B

MEMORANDUM OF CHARGE made this.....day of.....
in the year of Our Lord One thousand nine hundred and.....
by.....of.....
in Trinidad and Tobago (hereinafter called "the Borrower") in favour of the National
Housing Authority incorporated by the Housing Act, 1962 (hereinafter called "the
Authority"):

WHEREAS by deed of lease dated the.....day of.....19.....,
registered as No. ....of.....and made between.....
(hereinafter called "the Landlord") of the One Part and.....
of the Other Part (hereinafter referred to as "the said Lease") the Landlord demised to
.....the hereditaments described in the Schedule
hereto hereinafter referred to as "the said leasehold hereditaments") for the term of
.....years from the.....day of....., 19.....,
at the yearly rent of.....subject to the covenants and conditions therein
contained;

AND WHEREAS the Borrower.....now possessed of the
said leasehold hereditaments for all the unexpired residue of the term of.....
years created by the said Lease;

AND WHEREAS the Landlord in compliance with the covenant in that behalf in the
said Lease contained granted.....consent to the assignment of the
said leasehold hereditaments to the Authority hereby intended as appears by the paper
writing dated the.....day of....., 19..... hereto annexed
and marked "A":

AND WHEREAS the Borrower.....applied to the Authority
for a loan of the sum.....under the provisions of Section 18 of the said Act
to be applied in or towards the purposes following, that is to say:—

.....
.....
.....
which loan the Authority has agreed to make upon the terms and conditions in manner
hereinafter appearing:—

WITNESSETH as follows:—

1. In pursuance of the agreement and in consideration of the sum of.....
lent by the Authority to the Borrower on completion of the work to be undertaken by
the Borrower hereby.....covenant with the Authority
to pay to the Authority the said loan with interest thereon at the rate of.....
Dollars per centum per annum by monthly instalments of principal and interest combined
at the rate of.....in respect of every Thousand Dollars: Provided that if
default is made by the Borrower in payment of any instalment of principal and interest
or if.....shall commit a breach of any covenant or obligation herein
contained or if any event shall arise whereby the Authority may exercise its power of
sale the whole of the principal money then outstanding shall become immediately due
and payable with interest thereon at the rate aforesaid.

## SECOND SCHEDULE—CONTINUED

2. For the consideration aforesaid the Borrower as beneficial owner hereby assign unto the Authority all the said leasehold hereditaments comprised in and demised by the said lease together with the buildings erected or hereafter to be erected thereon To HOLD the same unto the Authority for the residue now unexpired of the term of.....years created by the said lease except the last day thereof subject to the proviso for redemption hereinafter contained.

3. The said loan of.....above mentioned shall be made on the certificate of the Chief Technical Officer, Ministry of Works or of an officer of his department authorised by him in that behalf or the Inspector appointed by the Authority as to the completion of the work to be undertaken: Provided that if at any time prior to the payment of the said sum of.....any event shall arise whereby the Authority may exercise its power of sale the Authority may decline to pay the same and may exercise any or all the powers available to mortgagees for enforcing payment of their securities.

4. Provided that on the payment by the Borrower.....to the Authority of all sums due by.....under this Memorandum of Charge this Charge shall at the request of the Borrower.....be vacated by Memorandum in the prescribed form or otherwise as the Borrower shall direct.

5. THE BORROWER.....COVENANT with the Authority during the continuance of this security as follows:

- (1) To keep all the buildings on the said leasehold hereditaments in good and substantial repair to the satisfaction of the Authority. And if the Borrower shall fail or neglect to do so after due notice in writing thereof to.....the Authority may thereupon enter upon the premises and execute such such repairs as may be necessary to comply with the above obligation. And the Borrower will on demand repay to the Authority all the expenses thereby incurred by the Authority and will pay interest at the rate of.....Dollars per centum per annum from the date of the demand until repayment, and all such expenses and interest until repayment shall be charged on the said leasehold hereditaments.
- (2) To keep all the buildings and out-offices insured in the name of the Authority against loss or damage caused by fire, earthquake and hurricane in the sum of.....at least with some Insurance Company approved by the Authority and will make all payments required for the purpose as and when the same shall become due and will when required by the Authority deliver up for safe keeping by the Authority the Policy or Policies of such Insurance and the receipt for each such payment. And if the Borrower shall fail to perform any of.....obligations under this paragraph and if the Authority shall thereupon insure the said buildings or any of them in any amount not exceeding.....the Borrower will on demand repay to the Authority all payments made for that purpose and will pay interest at the rate of.....Dollars per centum per annum from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said leasehold hereditaments.
- (3) To pay and discharge all rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever which shall be assessed, charged or imposed upon or payable in respect of the said leasehold hereditaments or any part thereof by the Borrower and if the Borrower shall at any time refuse or neglect to make such payments or to deliver the receipt therefor to the Authority on demand the Authority may pay the same and the Borrower will on demand repay to the Authority all payments made for that purpose and will pay interest at the rate of.....Dollars per centum per annum from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said leasehold hereditaments.

SECOND SCHEDULE—CONTINUED

- (4) Not to exercise any powers of leasing or letting the said leasehold hereditaments or mortgaging or selling or otherwise disposing of the same or any part thereof except with the consent in writing of the Authority for that purpose first had and obtained.
- (5) To use the said leasehold hereditaments as a residence for..... and.....immediate family and for no other purpose unless the permission of the Authority in writing is first had and obtained; And also will not utilize the moneys hereby loaned for any purposes other than those hereinbefore specified.
- (6) To pay the rent reserved by the said lease in respect of the said leasehold hereditaments and will observe and perform the covenants and conditions therein contained on the part of the Lessee to be observed and performed
- (7) To comply with the provisions of the said Ordinance and with all regulations made thereunder.

6. PROVIDED ALWAYS and it is hereby agreed as follows:—

- (1) The Borrower may pay off all or any number of instalments on account of the principal money for the time being owing: Provided that upon such payment the interest on the whole principal money for the time being owing be fully paid and that any such partial payment by anticipation shall not interfere with the payment in regular course of the instalments of principal and interest subsequently payable but shall only have the effect of accelerating the ultimate payment of the moneys remaining owing on this Charge.
- (2) The Authority may in its absolute discretion exercise its power of sale in any of the following events:—
  - (a) if default is made in payment of any instalment of principal and interest for the time being owing on this Charge for one month after notice requiring payment thereof shall have been served on the Borrower;
  - (b) if the Borrower.....fail to observe any of .....obligations hereunder other than in regard to the payment of principal and interest;
  - (c) if the Borrower.....commit any act of bankruptcy or make any assignment for the benefit of.....creditors.

IN WITNESS WHEREOF the BORROWER.....hereunder set.....hand the day and year first hereinbefore written and the seal of the National Housing Authority was hereunto affixed by the Chairman this.....day of.....one thousand nine hundred and.....

SCHEDULE

Signed and Delivered by the within-named  
 in the presence of .....  
 The Seal of the National Housing Authority  
 was hereto affixed by  
 its Chairman in the presence of .....  
 of the Authority and .....  
 Secretary.

SECOND SCHEDULE—CONTINUED

FORM C

MORTGAGE made this.....day of.....  
 in the year of Our Lord one thousand nine hundred and.....  
 by .....  
 of .....  
 in Trinidad and Tobago.....(hereinafter  
 called "the Borrower") in favour of the NATIONAL HOUSING AUTHORITY incorporated by  
 the Housing Act, 1962 (hereinafter called "the Authority"):

WHEREAS the Borrower has applied to the Authority for a loan of the sum of  
 .....under the provisions of  
 the said Act to be applied in or towards the purposes following, that is to say:—

The Borrower being registered as proprietor of an estate.....  
 .....  
 (here state nature of the estate or interest)

in that piece of land situated in the (Ward, District or Town) of.....  
 .....containing.....  
 (here state area)

be the same a little more or less, delineated and with the abuttals and boundaries thereof  
 shown on the plan drawn on (or annexed to).....  
 (here state the volume and page of

.....  
 the Register Book on which the plan, if any, appears, and description of land)

In consideration of the sum of.....  
 this day lent to the Borrower by the Authority, the receipt of which sum the Borrower  
 hereby acknowledges, doth hereby covenant with the Authority that he will pay to the  
 Authority the above sum of.....with  
 interest thereon at the rate of.....per centum  
 per annum by monthly instalments of principal and interest combined at the rate  
 .....in respect of every  
 Thousand Dollars the first of which said payments is to be made on the execution of these  
 presents: PROVIDED that if default is made by the Borrower in payment of any instalment  
 of principal and interest or he shall commit a breach of any covenant or obligation  
 .....herein contained or if any  
 event shall arise whereby the Authority may exercise its power of sale the whole of the  
 principal money then outstanding on this mortgage shall become immediately due and  
 payable with interest thereon at the aforesaid rate.

AND THE BORROWER HEREBY COVENANTS as follows:—

- (1) That as long as any money remains due under these presents the Borrower  
 will keep all the buildings on the said estate in good and substantial repair  
 to the satisfaction of the Authority. And if the Borrower shall fail or neglect  
 to do so after due notice in writing thereof to him, the Authority may there-  
 upon enter upon the premises and execute such repairs as may be necessary  
 to comply with the obligation. And the Borrower will on demand repay to  
 the Authority all the expenses incurred by the Authority and will pay  
 interest at the rate of.....per centum  
 per annum from the date of the demand until repayment, and all such  
 expenses and interest until repayment shall be charged on the said estate.
- (2) That as long as any money remains due under these presents the Borrower  
 will keep all the buildings and out-offices insured in the name of the Authority  
 against loss or damage caused by fire or by.....  
 or by..... or by.....  
 in the sum of.....at least with some

## SECOND SCHEDULE—CONTINUED

Insurance Company approved by the Authority and will make all payments required for the purpose as and when the same shall become due and will when required by the Authority deliver up for safe keeping by the Authority the policy or policies of such insurance and the receipt for each such payment. And if the Borrower shall fail to perform any of his obligations under this paragraph, or if the Borrower shall request the Authority to effect the policy of insurance or to pay any premium in respect thereof, it shall be lawful for the Authority to effect such insurance or to pay such premium and in such event the Borrower will on demand repay to the Authority all payments made for such purpose and will pay interest at the same rate as is payable on the mortgage loan from the date of demand until repayment, and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said estate.

- (3) That during the continuance of this Mortgage the Borrower will pay and discharge all rates taxes duties charges assessments impositions and outgoings whatsoever which shall be assessed charged or imposed upon or payable in respect of the said estate or any part thereof by the Borrower and if the Borrower shall at any time refuse or neglect to make such payments or to deliver the receipt therefor to the Authority on demand the Authority may pay the same and the Borrower will on demand repay to the Authority all payments made for that purpose and will pay interest at the rate of .....
- ..... per centum per annum from the date of demand until repayment and all moneys not repaid on demand as aforesaid and all such moneys and interest shall be charged on the said estate.
- (4) That as long as any money remains due under these presents the Borrower shall not exercise any powers of leasing or letting the said estate or selling or otherwise disposing of the same or any part thereof except with the the consent in writing of the Authority for that purpose first had and obtained.
- (5) That during the continuance of the Mortgage hereby created the Borrower will comply with the provisions of the Ordinance and with all regulations made thereunder.

PROVIDED ALWAYS and it is hereby agreed as follows:—

- (1) The Borrower may pay off all or any number of instalments on account of the principal money for the time being owing: Provided that upon such payment the interest on the whole principal money for the time being owing be fully paid and that any such partial payment by anticipation shall not interfere with the payment in regular course of the instalments of principal and interest subsequently payable but shall only have the effect of accelerating the ultimate payment of the moneys remaining owing on this mortgage.
- (2) The Authority may in its absolute discretion exercise its power of sale in any of the following events:—
- (a) if default is made in payment of any instalment of principal and interest for the time being owing on this Mortgage for one month after notice requiring payment thereof shall have been served on the Borrower;
  - (b) if the Borrower fails to observe any of his obligations hereunder other than in regard to the payment of principal and interest;
  - (c) if the Borrower commits any act of bankruptcy or makes any assignment for the benefit of his creditors;
  - (d) if the Borrower dies.
- (3) On payment by the Borrower to the Authority of all sums due by him hereunder, this Mortgage shall at the request of the Borrower be vacated by Memorandum substantially in the prescribed form. And for the better securing to the Authority the repayment in manner aforesaid of the said principal sum and interest, the Borrower hereby mortgages to the Authority all his estate and interest in the land above described.

## SECOND SCHEDULE—CONTINUED

IN WITNESS WHEREOF the Borrower has hereunto set his hand the day and year first hereinabove written and the seal of the National Housing Authority was hereto affixed by the Chairman this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_

SIGNED AND DELIVERED by the  
within named

in the

presence of:

THE SEAL OF THE PUBLIC  
NATIONAL HOUSING AUTHORITY

was hereto affixed by  
the Chairman in the presence of

a member

of the Authority and  
the Secretary.

*Member*

*Secretary*

*Chairman*

## PART II

## RECEIPT

THE NATIONAL HOUSING ACT, 1962

IN THE MATTER OF THE MEMORANDUM OF CHARGE DATED

the \_\_\_\_\_ day of \_\_\_\_\_ 19  
registered as No. \_\_\_\_\_ of \_\_\_\_\_

Made by

In Favour Of

The National Housing Authority

The National Housing Authority hereby acknowledges to have received all moneys due under and secured by the above-mentioned Memorandum of Charge.

In Witness whereon the Seal of the said  
Authority is hereto affixed this  
day of \_\_\_\_\_ 19\_\_\_\_  
by \_\_\_\_\_ Chairman  
in the presence of  
another member of the Authority  
and \_\_\_\_\_, Secretary  
in the presence of \_\_\_\_\_

Made by the National Housing Authority this 16th day of January, 1969.

I. A. WILLIAMS  
*Chairman*