



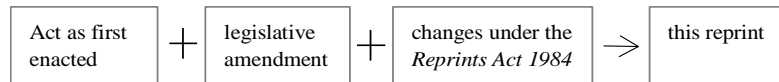
Western Australia

# **Marketable Securities Transfer Act 1970**

**Reprint 1: The Act as at 5 December 2003**

## Guide for using this reprint

### *What the reprint includes*



### *Endnotes, Compilation table, and Table of provisions that have not come into operation*

1. Details about the original Act and legislation that has amended its text are shown in the Compilation table in endnote 1, at the back of the reprint. The table also shows any previous reprint.
2. Validation, transitional, savings, or other provisions identified in the Compilation table may be important. The table may refer to another endnote setting out the text of these provisions in full.
3. A table of provisions that have not come into operation, to be found in endnote 1a if it is needed, lists any provisions of the Act being reprinted that have not come into operation and any amendments that have not come into operation. The full text is set out in another endnote that is referred to in the table.

### *Notes amongst text (italicised and within square brackets)*

1. If the reprint includes a section that was inserted, or has been amended, since the Act being reprinted was passed, editorial notes at the foot of the section give some history of how the section came to be as it is. If the section replaced an earlier section, no history of the earlier section is given (the full history of the Act is in the Compilation table).

Notes of this kind may also be at the foot of Schedules or headings.

2. The other kind of editorial note shows something has been —
  - removed (because it was repealed or deleted from the law); or
  - omitted under the *Reprints Act 1984* s. 7(4) (because, although still technically part of the text, it no longer has any effect).

The text of anything removed or omitted can be found in an earlier reprint (if there is one) or one of the written laws identified in the Compilation table.

### *Reprint numbering and date*

1. The reprint number (in the footer of each page of the document) shows how many times the Act has been reprinted. For example, numbering a reprint as “Reprint 3” would mean that the reprint was the 3<sup>rd</sup> reprint since the Act was passed. Reprint numbering was implemented as from 1 January 2003.
2. The information in the reprint is current on the date shown as the date as at which the Act is reprinted. That date is not the date when the reprint was published by the State Law Publisher and it is probably not the date when the most recent amendment had effect.

Reprinted under the  
*Reprints Act 1984* as  
at 5 December 2003

Western Australia

## Marketable Securities Transfer Act 1970

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Reprinted under the  
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at 5 December 2003

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## Marketable Securities Transfer Act 1970

**An Act to make provision with respect to instruments of transfer of certain marketable securities and for incidental and other purposes.**

### 1. Short title and commencement

- (1) This Act may be cited as the *Marketable Securities Transfer Act 1970*<sup>1</sup>.
- (2) This Act shall come into operation on a date to be fixed by proclamation<sup>1</sup>.

[2. *Omitted under the Reprints Act 1984 s. 7(4)(e) and (f).*]

### 3. Interpretation

- (1) In this Act unless the contrary intention appears —
  - “**authorised trustee corporation**” means a body corporate that is under the regulations an authorised trustee corporation;
  - “**beneficial owner**” in relation to a marketable security or a right to a marketable security, means a person for whom an authorised trustee corporation is holding the security or right in trust in the ordinary course of its business;
  - “**broker**” means a person who is a dealer within the meaning of the Corporations Law<sup>2</sup>;

**“corresponding law”** means a law in force in another State or in a Territory of the Commonwealth the provisions of which correspond generally to the provisions of this Act that is under the regulations a corresponding law and includes regulations in force under that law;

**“legal representative”** means the executor, original or by representation of a will, or administrator of the estate of a deceased person;

**“marketable security”** means —

- (a) a share in, or a debenture of, a company or prescribed corporation; or
- (b) prescribed security;

**“prescribed corporation”** means —

- (a) a body corporate incorporated in the State not being a company; or
- (b) an unincorporated society, association or other body formed or established in the State any shares in, or debentures of, which are quoted on or in respect of which permission to list has been granted by a prescribed stock exchange,

that is under the regulations a prescribed corporation;

**“prescribed security”** means an interest to which Division 5 of Part IV of the *Companies Act 1961*<sup>3</sup> applies that is under the regulations a prescribed security or that is one of a class of such interests that are under the regulations prescribed securities;

**“prescribed stock exchange”** means stock exchange in the State that is under the regulations a prescribed stock exchange;

**“right to a marketable security”** means a right whether existing or future, and whether contingent or not, of a person to have issued to him, a marketable security whether or not on payment of any money or for any other consideration;

“**transfer**” in relation to a right to a marketable security, means the renunciation and transfer of that right.

- (2) Subject to subsection (1) and unless the contrary intention appears, words and expressions used in this Act that are defined by section 5 of the *Companies Act 1961*<sup>3</sup>, have the same respective meanings as they have in that Act.
- (3) A reference in this Act to a form by number is a reference to the form so numbered in the Schedule to this Act or to a form to the like effect.
- (4) A reference in a Form in the Schedule to this Act to the full name of the transferor of marketable securities or rights to marketable securities includes a reference to the name of the person shown in the records of the company or prescribed corporation that issued those securities or rights as the holder of those securities or rights.

*[Section 3 amended by No. 53 of 1999 s. 38(1).]*

**4. Sufficient instruments of transfer under this Act may be used for other laws**

A document that is a sufficient instrument of transfer under this Act may be used —

- (a) where it relates to a transfer of marketable securities, as a proper instrument of transfer for the purposes of section 95 of the *Companies Act 1961*<sup>3</sup>, and as an instrument of transfer for the purposes of any other law or instrument governing or relating to those securities; and
- (b) where it relates to a transfer of rights to marketable securities, as an instrument of transfer of those rights for the purposes of any law or instrument governing or relating to those rights or securities.

**5. Marketable securities, sufficient instruments of transfer of**

- (1) A document is a sufficient instrument of transfer of marketable securities if —
  - (a) it is an instrument relating to those marketable securities duly completed in accordance with or to the effect of —
    - (i) Form 1; or
    - (ii) Part 1 of Form 1 and Parts 1 and 2 of Form 2; or
    - (iii) Part 1 of Form 1 and Parts 1 and 2 of Form 3;and
  - (b) where the document relates to marketable securities on which there is an uncalled liability (not being marketable securities that are partly paid shares in a no-liability company), the transferee's acceptance of the marketable securities duly completed in accordance with or to the effect of Form 4 is included in or attached to the instrument referred to in paragraph (a).
- (2) A document is sufficient instrument of transfer of rights to marketable securities if —
  - (a) it is an instrument relating to those rights duly completed in accordance with or to the effect of —
    - (i) Form 5;
    - (ii) Part 1 of Form 5 and Parts 1 and 2 of Form 6; or
    - (iii) Part 1 of Form 5 and Parts 1 and 2 of Form 7;and
  - (b) where the document relates to rights to marketable securities (not being marketable securities that are shares in a no-liability company) for which the whole of the moneys to be subscribed is not payable in full on application being made for them, the transferee's acceptance of the securities duly completed in accordance with or to the effect of Form 4 is included in or attached to the instrument referred to in paragraph (a).



- (3) For the purposes of this section an instrument is not duly completed in accordance with or to the effect of Form 1, 2, 3, 5, 6 or 7 or a part of one of those forms unless —
- (a) where the form or part refers to the name and address of the transferee, the instrument purports to state that name and address;
  - (b) where the form or part refers to the stamp of the transferor's broker, the instrument bears a stamp that purports to be such a stamp;
  - (c) where the form or part refers to the stamp of the transferee's broker, the instrument bears a stamp that purports to be such a stamp; and
  - (d) where the form or part refers to a stock exchange stamp the instrument bears a stamp that purports to be a stamp of a prescribed stock exchange or of a prescribed stock exchange under a corresponding law.

**6. Marketable securities, sufficient instrument of transfer of by authorised trustee corporation**

- (1) In respect of the transfer of marketable securities by an authorised trustee corporation to the beneficial owner of those marketable securities, being a transfer that is not made by way of a sale, gift or exchange of the marketable securities, a document is a sufficient instrument of transfer if —
- (a) it is an instrument relating to those marketable securities duly completed in accordance with or to the effect of Form 8; and
  - (b) where the document relates to marketable securities on which there is an uncalled liability (not being marketable securities that are partly paid shares in a no-liability company), the transferee's acceptance of the marketable securities duly completed in accordance with or to the effect of Form 9 is included in or attached to the instrument referred to in paragraph (a).

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- (2) In respect of the transfer of rights to marketable securities by an authorised trustee corporation in favour of the beneficial owner of those rights, being a transfer that is not made by way of a sale, gift or exchange of the rights, a document is a sufficient instrument of transfer if —
- (a) it is an instrument relating to those rights duly completed in accordance with or to the effect of Form 10; and
  - (b) where the document relates to rights to marketable securities (not being marketable securities that are shares in a no-liability company) for which the whole of the moneys to be subscribed is not payable in full on application being made for them, the transferee's acceptance of the rights duly completed in accordance with or to the effect of Form 11 is included in or attached to the instrument referred to in paragraph (a).

**7. Effect of execution of sufficient instrument of transfer**

- (1) Where marketable securities in a company or prescribed corporation are transferred by means of a sufficient instrument of transfer under this Act, the transferee shall be deemed to have agreed at the relevant time to accept the marketable securities subject to the several terms and conditions on which the transferor held them at that time, being the terms and conditions applicable as between the company or prescribed corporation and the holder for the time being of the marketable securities.
- (2) Where rights to marketable securities in a company or prescribed corporation, for which the whole of the moneys to be subscribed is payable in full on application being made for them, are transferred by means of a sufficient instrument of transfer under this Act, the transferee shall be deemed —
- (a) to have made application at the relevant time to the company or prescribed corporation for the allotment to him of the marketable securities; and

- (b) to have agreed at the relevant time to accept the marketable securities subject to the terms and conditions upon which they are offered by the company or prescribed corporation for subscription.
- (3) Where marketable securities that are shares in a company or prescribed corporation are transferred by means of a sufficient instrument of transfer under this Act, the transferee shall be deemed to have agreed at the relevant time —
  - (a) to become a member of the company or prescribed corporation; and
  - (b) to be bound by the memorandum and articles or by the constitution of the company or prescribed corporation.
- (4) In this section “**the relevant time**” means in relation to —
  - (a) a sufficient instrument of transfer under section 5, the time of the affixing of a stamp that purports to be that of the transferee’s broker; and
  - (b) a sufficient instrument of transfer under section 6, the time of execution by the transferor.

**8. Effect of stamp of transferor’s broker on sufficient instrument of transfer**

- (1) Where a duly completed instrument of transfer bears a stamp that purports to be that of the transferor’s broker, a prescribed stock exchange or a prescribed stock exchange under a corresponding law, and to have been affixed in the State, the broker (not being a broker’s agent) or stock exchange whose stamp that stamp purports to be and, if the stamp purports to be that of the transferor’s broker (whether or not he is a broker’s agent), an associate of that broker —
  - (a) shall be deemed to have warranted the accuracy of the statements in his or its certificate set out in the instrument;

- (b) shall be deemed to have warranted that the transferor is the registered holder of or is entitled to be registered as the holder of the marketable securities to which the instrument relates or is entitled to the rights to marketable securities to which the instrument relates and is legally entitled or authorised to sell or dispose of those marketable securities or rights; and
  - (c) shall be liable to indemnify —
    - (i) the company, prescribed corporation, foreign company or prescribed corporation under the corresponding law that has issued or proposes to issue the marketable securities or rights to marketable securities to which the instrument relates;
    - (ii) the transferee; and
    - (iii) the transferee's broker,against any loss or damage arising from a forged or unauthorised nature of the transferor appearing in the instrument.
- (2) Without limiting the operation of subsection (1), where a duly completed instrument of transfer, which bears a stamp that purports to be that of the transferor's broker and to have been affixed in the State, relates to marketable securities or rights to marketable securities to which, or to any of which, a duly completed instrument of transfer, which bears a stamp that purports to be that of a prescribed stock exchange or a prescribed stock exchange under a corresponding law relates, the broker (not being a broker's agent) whose stamp that first mentioned stamp purports to be and (whether or not that broker is a broker's agent) an associate of that broker shall be liable to indemnify that stock exchange against any loss or damage arising from a forged or unauthorised signature of the transferor appearing in the instrument.

- (3) A reference in subsection (1) or (2) —
- (a) to a duly completed instrument of transfer is a reference to an instrument —
    - (i) that is in accordance with or to the effect of Part 1 of Form 1, 2, 3, 5, 6 or 7 and that has been duly completed within the meaning of section 5; or
    - (ii) that is in accordance with or to the effect of a like part of a like Form under a corresponding law and that has been duly completed within the meaning of a provision of that corresponding law that corresponds to section 5;
- and
- (b) to an associate of a broker is a reference —
    - (i) where the broker whose stamp the stamp on the instrument purports to be is a member of a firm of brokers and is not a broker's agent — to each other member of that firm; and
    - (ii) where the broker whose stamp the stamp on the instrument purports to be is a broker's agent, to the broker for whom he is a broker's agent and, if the broker for whom he is a broker's agent is a member of a firm of brokers, to each other member of that firm.
- (4) In this section —
- “broker's agent”** means a person who is a securities representative within the meaning of the Corporations Law<sup>2</sup>;
- “marketable security”** in relation to a duly completed instrument of transfer under a corresponding law, means a marketable security within the meaning of the corresponding law;

**“right to a marketable security”** in relation to a duly completed instrument of transfer under a corresponding law, means a right to a marketable security within the meaning of the corresponding law.

*[Section 8 amended by No. 53 of 1999 s. 38(2).]*

**9. Assumptions that may be made about sufficient instruments of transfer**

- (1) A company or prescribed corporation with which a sufficient instrument of transfer under section 5 is lodged for the purpose of registering a transfer of marketable securities or obtaining the allotment of marketable securities, is and its officers are, in the absence of knowledge to the contrary, entitled to assume without inquiry —
  - (a) that a stamp upon the instrument which purports to be the stamp of the transferee’s broker is the stamp of that broker;
  - (b) that a stamp upon the instrument which purports to be the stamp of the transferor’s broker is the stamp of that broker; and
  - (c) that a stamp upon the instrument which purports to be the stamp of a prescribed stock exchange or a prescribed stock exchange under a corresponding law is the stamp of that stock exchange.
- (2) A company or prescribed corporation with which a sufficient instrument of transfer under section 6 is lodged for the purpose of registering a transfer of marketable securities or obtaining the allotment of marketable securities, is and its officers are, in the absence of knowledge to the contrary, entitled to assume without inquiry that —
  - (a) at the time of the execution of the instrument, the authorised trustee corporation named in the instrument was holding the marketable securities or the rights to the marketable securities in the ordinary course of its business in trust for or on behalf of the transferee; and

- (b) the transfer was not made by way of a sale, gift or exchange of the marketable securities or rights.

**10. Application of Act**

- (1) This Act applies and has effect in relation to the transfer of marketable securities and to the transfer of rights to marketable securities, notwithstanding anything to the contrary in any other enactment or in any instrument relating to the transfer of the securities or the transfer of the rights.
- (2) Except as provided in this Act, this Act does not affect the terms and conditions on which marketable securities or rights to marketable securities are sold.
- (3) Nothing in this Act affects any right of a company or prescribed corporation to refuse to acknowledge or register a person as the holder of marketable securities or to allot marketable securities to a person on any ground other than an objection to the form of an instrument lodged with the company or prescribed corporation relating to the transfer of the marketable securities or of rights to the marketable securities.
- (4) The registration of a transfer of a marketable security or the allotment of a marketable security pursuant to a sufficient instrument of transfer under this Act does not constitute a breach of any provision of any memorandum or articles or of a trust deed or other instrument or an enactment that relates to marketable securities.
- (5) This Act does not prevent or affect the use of any other form of transfer of marketable securities or form of transfer of rights to marketable securities, as the case may be, or mode of execution of an instrument of transfer of marketable securities or mode of execution of an instrument of transfer of rights to marketable securities that is otherwise permitted by law.

**s. 11**

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- (6) A transfer of marketable securities or of rights to marketable securities by or to a trustee or legal representative may, notwithstanding any law or the provisions of the instrument, if any, creating or having effect in relation to the trust or will under which he is appointed trustee or legal representative be effected by means of a sufficient instrument of transfer under this Act.

**11. Certain omissions not to constitute breach of certain instruments**

The omission from any register, certificate or other document relating to marketable securities of a statement of the occupation of the person who is, or is entitled to be, registered as the holder of the marketable securities does not constitute a breach of any provision of any memorandum or articles or of a trust deed or other instrument or an enactment that relates to the marketable securities.

**12. Certain formalities not required in instruments of transfers of marketable securities**

Notwithstanding anything contained in the memorandum or articles of a company or prescribed corporation or in the terms or conditions upon which marketable securities or rights to marketable securities in a company or prescribed corporation are created or issued it shall not be necessary in any instrument of transfer of marketable securities or of rights to marketable securities to state the occupation of the transferee or transferor or to have the signature of the transferee or transferor witnessed.

**13. Offences**

- (1) A broker shall not in the State affix a broker's stamp to an instrument that may be used as a sufficient instrument of transfer under this Act or under a corresponding law unless the instrument relates to a sale or purchase made in the ordinary course of business of the broker for a consideration of not less than the unencumbered market value (at the time of the sale or



purchase) of the marketable securities or rights to marketable securities to which the instrument relates.

Penalty: \$1 000.

- (2) A prescribed stock exchange or a prescribed stock exchange under a corresponding law shall not in the State affix a stock exchange stamp to an instrument that may be used as a sufficient instrument of transfer under this Act or under a corresponding law unless —
- (a) there has been lodged; or
  - (b) the stock exchange holds a duly completed instrument of transfer bearing a certificate which purports to be that of the transferor's broker that there has been or will be lodged

with the company or prescribed corporation that has issued or proposes to issue the marketable securities or rights to marketable securities to which that first mentioned instrument relates a duly completed instrument of transfer relating to those marketable securities or rights.

Penalty: \$1 000.

- (3) An authorised trustee corporation shall not in the State execute an instrument that may be used as a sufficient instrument of transfer under section 6 or under a like provision of a corresponding law if the instrument relates to a transfer of marketable securities or of rights to marketable securities —
- (a) made by way of a sale, gift or exchange of the marketable securities or rights; or
  - (b) to or in favour of a person who is not the beneficial owner of the marketable securities or rights.

Penalty: \$1 000.

- (4) A person other than an authorised trustee corporation shall not in the State knowingly cause, authorise or permit to be executed an instrument that may be used as a sufficient instrument of transfer under section 6 or under a like provision of a

corresponding law if it is not a sufficient instrument of transfer within the meaning of that section or provision as the case may be.

Penalty: \$1 000.

- (5) A person shall not knowingly lodge or cause to be lodged with a company or prescribed corporation an instrument to which a stamp has been affixed in contravention of subsection (1) or (2) or which has been executed in contravention of subsection (3), for the purpose of securing the registration of the transfer of marketable securities or the allotment of marketable securities to the transferee named therein.

Penalty: \$1 000.

- (6) In this section —

**“beneficial owner”** in relation to a sufficient instrument of transfer under a corresponding law, means a beneficial owner within the meaning of the corresponding law;

**“marketable security”** in relation to a duly completed instrument of transfer under a corresponding law, means a marketable security within the meaning of the corresponding law;

**“right to a marketable security”** in relation to a duly completed instrument of transfer under a corresponding law, means a right to a marketable security within the meaning of the corresponding law.

- (7) A reference in this section to a duly completed instrument of transfer is a reference to an instrument —

- (a) that is in accordance with or to the effect of Part 1 of Form 1, 2, 3, 5, 6 or 7 and which has been duly completed within the meaning of section 5; or
- (b) that is in accordance with or to the effect of a like part of a like form under a corresponding law and has been duly completed within the meaning of a provision of that corresponding law which corresponds to section 5.

**14. Regulations**

- (1) The Governor may make regulations for or with respect to —
  - (a) prescribing bodies corporate as authorised trustee corporations;
  - (b) prescribing a law in force in another State or in a Territory of the Commonwealth the provisions of which correspond generally to the provisions of this Act as a corresponding law;
  - (c) prescribing interests to which, or interests of a class to which, Division 5 of Part IV of the *Companies Act 1961*<sup>3</sup>, applies as prescribed securities;
  - (d) prescribing stock exchanges in the State as prescribed stock exchanges;
  - (e) prescribing any matter or thing that is required, necessary or expedient to be prescribed or provided for the purposes of this Act and without limiting the generality of the foregoing providing for a penalty not exceeding \$200 for a breach of, or non-compliance with, a provision of the regulations.
- (2) The regulations shall not prescribe a body corporate as an authorised trustee corporation unless it is a body corporate that in the opinion of the Minister holds in the ordinary course of its business marketable securities for or on behalf of another person.

**The Schedule**

**The Schedule  
Form 1**

[s. 5]

| Security Transfer Form   |   | Marking Stamp |
|--|---|---------------|
| Part 1 —   |   |               |
| Full Name of Company or Prescribed Corporation   |   |               |
| Description of Securities .....  | Class. If not fully paid, paid to   | Register      |
| Quantity .....   | Words   | Figures       |
| Transfer Identification Number .....   |   |               |
| Full Name(s) of Transferor(s) .....  | Transferor's Broker hereby certifies: —<br>(i) As to the Validity of Documents.<br>(ii) That Stamp Duty (if payable) has been or will be paid.<br>(Transferor's Broker's Stamp)   |               |
|  |   |               |
|  | Affixed at .....<br>on .....<br>(place and date of affixing stamp)  |               |
| <p>I (<i>or We</i>) hereby transfer the above securities to the transferee(s) named in Part 2 hereof or to the several transferees named in Part 2 of Broker's Transfer Form(s) or in Split Transfer Form(s) relating to the above securities.</p> <p>*I (<i>or We</i>) have no notice of revocation of the power of attorney under which this transfer is signed.</p> |   |               |
| Transferor(s) sign here .....  | .....   |               |
| Dates signed .....   | .....   |               |
| ( )  | .....   |               |
| Part 2 —   |   |               |
| Full Name(s) and Address(es) of Transferee(s) .....  | Transferee's Broker hereby certifies: —<br>(i) That the securities set out in Part 1 above, having been purchased in the ordinary course of business are to be registered in the name(s) of the transferees(s) named in this Part.<br>(ii) That Stamp Duty (if payable) has been or will be paid — and hereby requests that such entries be made in the register as are necessary to give effect to this transfer.<br>(Transferee's Broker's Stamp) |               |
|  |   |               |
|  |   |               |
|  |   |               |
|  |   |               |
|  | Date of affixing stamp  |               |

\* Delete if not applicable.

**The Schedule**

**Form 2**

[s. 5]

|  |                                   |   |
|--|-----------------------------------|---|
| Broker's Transfer Form                               |                                   | Marking Stamp   |
| Full Name of Company or Prescribed Corporation ..... | Part 1 —                          |   |
| Description of Securities .....                      | Class. If not fully paid, paid to | Register  |
| Quantity .....                                       | Words                             | Figures   |
| Transfer Identification Number .....                 |                                   | Transferor's Broker hereby certifies: —   |
| Full Name(s) of Transferor(s) .....                  |                                   | (i) That the Security Transfer Form relating to the securities set out above has been or will be lodged at the company's or corporation's office.                                     |
|  |                                   | (ii) That Stamp Duty (if payable) has been or will be paid.   |
|  |                                   | (Transferor's Broker's Stamp)   |
|  |                                   | Affixed at .....<br>on .....<br>(place and date of affixing stamp)  |
|  | Part 2 —                          | Transferee's Broker hereby certifies: —   |
| Full Name(s) and Address(es) of Transferee(s) .....  |                                   | (i) That the securities set out in Part 1 above having been purchased in the ordinary course of business are to be registered in the name(s) of the transferee(s) named in this Part. |
|  |                                   | (ii) That Stamp Duty (if payable) has been or will be paid —  |
|  |                                   | and hereby requests that such entries be made in the register as are necessary to give effect to this transfer.   |
|  |                                   | (Transferee's Broker's Stamp)   |
|  |                                   | Date of affixing stamp  |

**The Schedule**

**Form 3**

[s. 5]

| Split Transfer Form                                  |                                   | Marking Stamp   |
|--|-----------------------------------|---|
| Full Name of Company or Prescribed Corporation ..... | Part 1 —                          |   |
| Description of Securities .....                      | Class. If not fully paid, paid to | Register  |
| Quantity .....                                       | Words                             | Figures   |
| Transfer Identification Number .....                 |                                   | The † Stock Exchange hereby certifies: —  |
| Full Name(s) of Transferor(s) .....                  |                                   | That the Security Transfer Form on the Brokers' Transfer Form relating to the securities set out above has been or will be lodged at the company's or corporation's office.           |
|  |                                   | (Stock Exchange Stamp)  |
|  |                                   | Affixed at .....  |
|  |                                   | on .....<br>(place and date of affixing stamp)  |
| Full Name(s) and Address(es) of Transferee(s) .....  | Part 2 —                          |   |
|  |                                   | Transferee's Broker hereby certifies: —   |
|  |                                   | (i) That the securities set out in Part 1 above having been purchased in the ordinary course of business are to be registered in the name(s) of the transferee(s) named in this Part. |
|  |                                   | (ii) That Stamp Duty (if payable) has been or will be paid —  |
|  |                                   | and hereby requests that such entries be made in the register as are necessary to give effect to this transfer.   |
|  |                                   | (Transferee's Broker's Stamp)   |
|  | Date of affixing stamp            |   |

† Insert name of prescribed stock exchange.

Form 4

[s. 5]

Transferee's Acceptance

For completion —

- (a) by transferee(s) of securities with an uncalled liability (not being partly paid shares in a no-liability company); or
- (b) by transferee(s) of rights where the whole of the moneys to be subscribed for marketable securities to which the rights relate is not payable in full on application and the securities are not shares in a no-liability company.

To .....  
(Name of company or prescribed corporation whose securities are involved)

I (or We) .....  
of .....

being the transferee(s) of .....  
(Quantity and Description of securities or rights)

in the above-named company or corporation, comprised in the .....  
(Number)

instrument(s) of transfer (or renunciation and transfer) attached in respect of which there is an uncalled liability of ..... per security (after payment of application moneys, if any) and being the person(s) named as transferee(s) in the security transfer form broker's transfer form or Split Transfer Form (or Security Renunciation and Transfer Form, Broker's Renunciation and Transfer Form or Renunciation and Split Transfer Form) relating to those securities (or rights), and having attained the age of 21 years, HEREBY AGREE —

- (a) to accept the said securities subject to the several terms and conditions upon which: —
  - \* the transferor(s) held them at the time of the transfer thereof by the transferor(s) to me (or us).
  - \* The securities were offered by the company or corporation for subscription; and
- (b) to become a member (or members) of the company or corporation and to be bound by the memorandum and articles or by the constitution of the company or corporation upon being registered as the holder(s) of the securities.

\* I (or We) have no notice of revocation of the Power of Attorney under which this instrument is signed.

Signature(s) of Transferee(s) .....

Dated this ..... day of ....., 20.....

\* Delete if not applicable.

**The Schedule**

**Form 5**

[s. 5]

| Security Renunciation and Transfer Form   |  | Marking Stamp |
|---|--|---------------|
| Part 1 —  |  |               |
| Full Name of Company or Prescribed Corporation .....  |  |               |
| Description of Rights .....   | Register   |               |
| Quantity .....  | Words  | Figures       |
| Transfer Identification Number .....  |  |               |
| Full Name(s) of Transferor(s) .....   | Transferor's Broker hereby certifies: —<br>(i) As to the Validity of Documents.<br>(ii) That Stamp Duty (if payable) has been or will be paid.<br>(Transferor's Broker's Stamp)  |               |
|   | Affixed at .....<br>on .....<br>(place and date of affixing stamp)   |               |
| <p>I (or We) hereby renounce and transfer the above rights in favour of the transferee(s) named in Part 2 hereof or to the several transferee(s) named in Part 2 of the Broker's Renunciation and Transfer Form(s) or Renunciation and Split Transfer Form(s) relating to the above rights.</p> <p>*I (or We) have no notice of revocation of the power of attorney under which this renunciation and transfer is signed.</p> |  |               |
| Transferor(s) sign here .....   | .....  |               |
| Dates signed .....  | / /  |               |
| Part 2 —  |  |               |
| Full Name(s) and Address(es) of Transferee(s) .....   | Transferee's Broker hereby certifies: —<br>(i) That the rights set out in Part 1 above having been purchased in the ordinary course of business the marketable securities to which the rights relate are to be allotted to the transferee(s) named in this Part.<br>(ii) That Stamp Duty (if payable) has been or will be paid —<br>and hereby requests that the marketable securities be allotted by the company or corporation to the transferee(s) and such entries be made in the register as are necessary to give effect to this renunciation and transfer.<br>(Transferee's Broker's Stamp) |               |
|   | Date of affixing stamp   |               |

\* Delete if not applicable.



Form 6

[s. 5]

| Broker's Renunciation and Transfer Form              |   | Marking Stamp   |
|--|---|---|
| Full Name of Company or Prescribed Corporation ..... | Part 1 —  |   |
| Description of Rights .....                          |   | Register  |
| Quantity .....                                       | Words   | Figures   |
| Transfer Identification Number .....                 |   | Transferor's Broker hereby certifies: —   |
| Full Name(s) of Transferor(s) .....                  |   | (i) That the Security Renunciation and Transfer Form relating to the rights set out above has been or will be lodged at the company's or corporation's office.  |
|  |   | (ii) That Stamp Duty (if payable) has been or will be paid.   |
|  |   | (Transferor's Broker's Stamp)   |
|  |   | Affixed at .....<br>on .....<br>(place and date of affixing stamp)  |
| Full Name(s) and Address(es) of Transferee(s) .....  | Part 2 —  |   |
|  |   | Transferee's Broker hereby certifies: —   |
|  |   | (i) That the rights set out in Part 1 above having been purchased in the ordinary course of business the marketable securities to which the rights relate are to be allotted to the transferee(s) named in this Part. |
|  |   | (ii) That Stamp Duty (if payable) has been or will be paid —  |
|  | and hereby requests that the marketable securities be allotted by the company or corporation to the transferee(s) and such entries be made in the register as are necessary to give effect to this renunciation and transfer. |   |
|  | (Transferee's Broker's Stamp)   |   |
|  | Date of affixing stamp  |   |

**The Schedule**

**Form 7**

[s. 5]

| Renunciation and Split Transfer Form                 |          | Marking Stamp  |
|--|----------|--|
| Part 1 —   |          |  |
| Full Name of Company or Prescribed Corporation ..... |          |  |
| Description of Rights .....                          | Register |  |
| Quantity .....                                       | Words    | Figures  |
| Transfer Identification Number .....                 |          |  |
| Full Name(s) of Transferor(s)                        |          | <p>The † Stock Exchange hereby certifies: —</p> <p>That the Security Renunciation and Transfer Form or the Broker's Renunciation and Transfer Form relating to the rights set out above has been or will be lodged at the company's or corporation's office.</p> <p>(Stock Exchange Stamp)</p> <p>Affixed at .....<br/>on .....<br/>(place and date of affixing stamp)</p>   |
| Part 2 —   |          |  |
| Full Name(s) and Address(es) of Transferee(s) .....  |          | <p>Transferee's Broker hereby certifies: —</p> <p>(i) That the rights set out in Part 1 above, having been purchased in the ordinary course of business the marketable securities to which the rights relate are to be allotted to the transferee(s) named in this Part.</p> <p>(ii) That Stamp Duty (if payable) has been or will be paid —</p> <p>and hereby requests that the marketable securities be allotted by the company or corporation to the transferee(s) and such entries be made in the register as are necessary to give effect to this renunciation and transfer.</p> <p>(Transferee's Broker's Stamp)</p> <p>Date of affixing stamp</p> |

† Insert name of prescribed stock exchange.

**Form 8**

[s. 6]

| Trustee Transfer Form  |   | Marking Stamp             |
|--|---|---------------------------|
| Full Name of Company or Prescribed Corporation .....           | Part 1 —  |                           |
| Description of Securities .....                                | Class   | If Not fully paid paid to |
| Quantity .....   | Words   | Figures                   |
| Transfer Identification Number (where appropriate)             |   | Register                  |
| Full Name of Transferor (Authorised trustee corporation) ..... | .....   |                           |
|  | .....   |                           |
|  | Part 2 —  |                           |
| Full Name(s) and Address(es) of Transferee(s) .....            | Transferor hereby certifies that the securities set out in Part 1 above are to be registered in the name(s) of the transferee(s) named in this Part being the person(s) for or on whose behalf the transferor held them in the ordinary course of business immediately before the execution of this transfer, and hereby requests that such entries be made in the register as are necessary to give effect to this transfer. |                           |
|  | .....   |                           |
|  | .....   |                           |
|  | .....   |                           |
|  | .....   |                           |

The transferor, being an authorised trustee corporation, hereby transfers the above securities out of the name in Part 1 hereof to the transferee(s) named in Part 2 hereof.

Execution by the Transferor.

Date of execution ...../...../.....

The Schedule

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Form 9

[s. 6]

Transferee's Acceptance

For completion —

by transferee(s) of securities with an uncalled liability (not being partly paid shares in a no-liability company) where the securities are transferred by an authorised trustee corporation to the person(s) for or on whose behalf it held them in the ordinary course of its business immediately before the execution of this transfer.

To .....  
(Name of company or prescribed corporation whose securities are involved)

I (or We) .....

of .....

being the transferee(s) of .....  
(Quantity and Description of securities)

(comprised in the ..... instrument(s) of transfer attached)  
(Number)

each paid to ..... in the abovenamed company or corporation and being the person(s) named as the transferee(s) in the Trustee Transfer Form relating to those securities and having attained the age of 21 years HEREBY AGREE to accept the said securities subject to the several terms and conditions on which the transferor held them at the time of the transfer of the said securities by the transferor to me (or us) and further agree to become a member (or members) of the company or corporation and to be bound by the memorandum and articles or by the constitution of the company or corporation upon being registered as the holder(s) of the securities.

Signature(s) of Transferee(s) .....

Dated this ..... day of ....., 20.....

**Form 10**

[s. 6]

|  |             |   |
|--|-------------|---|
| Trustee Renunciation and Transfer Form                         |             |   |
| Full Name of Company or Prescribed Corporation .....           | Part 1 —    |   |
| Description of Rights .....                                    |             | Register  |
| Quantity .....   | Words       | Figures   |
| Transfer Identification Number (where appropriate)             |             |   |
| Full Name of Transferor (Authorised trustee corporation) ..... | .....       |   |
|  | .....       |   |
|  | Part 2 —    |   |
| Full Name(s) and Address(es) of transferee(s) .....            | .....       | Transferor hereby certifies that the rights set out in Part 1 above, having been transferred to the person(s) for or on whose behalf the transferor held them in the ordinary course of business immediately before the transfer, the marketable securities to which the rights relate are to be allotted to the transferee(s) named in this Part and hereby requests that the marketable securities be allotted by the company or corporation to the transferee(s) and such entries be made in the register as are necessary to give effect to this renunciation and transfer. |
|  | .....       |   |
|  | .....       |   |
|  | .....       |   |
|  | State ..... |   |

The transferor, being an authorised trustee corporation, hereby renounces and transfers the above rights in favour of the transferee(s) named in Part 2 hereof.

Execution by the Transferor.

Date of execution .....

The Schedule

Form 11

[s. 6]

Transferee's Acceptance

For completion —

by persons to whom rights are transferred by authorised trustee corporation where whole of moneys to be subscribed for marketable securities to which rights relate is not payable in full on application and the securities are not shares in a no-liability company and the rights were held for or on behalf of the person(s) by the authorised trustee corporation.

To ..... (Name of company or prescribed corporation whose securities are involved)

I (or We) .....

.....

of .....

being the transferee(s) of ..... (Quantity) (Description of Rights)

(comprised in the ..... instrument(s) of renunciation and transfer attached) (Number)

to marketable securities in respect of which there is an uncalled liability of ..... per unit (after the payment of application moneys, if any) and being the person(s) named as transferee(s) in the Trustee Renunciation and Transfer Form and having attained the age of 21 years HEREBY AGREE to accept the marketable securities to which the rights relate subject to the several terms and conditions upon which the marketable securities were offered by the company or corporation for subscription and I (or we) hereby agree to become a member (or members) of the company or corporation and to be bound by the memorandum and articles or by the constitution of the company or corporation upon being registered as the holder(s) of the marketable securities.

Signature(s) of Transferee(s) .....

Dated the ..... day of ....., 20.....



### Notes

- <sup>1</sup> This reprint is a compilation as at 5 December 2003 of the *Marketable Securities Transfer Act 1970* and includes the amendments made by the other written laws referred to in the following table <sup>4</sup>. The table also contains information about any reprint.

#### Compilation table

| Short title   | Number and year | Assent      | Commencement  |
|---|-----------------|-------------|---|
| <i>Marketable Securities Transfer Act 1970</i>  | 86 of 1970      | 30 Nov 1970 | 1 Jul 1971 (see s. 1(2) and <i>Gazette</i> 30 Jun 1971 p. 2329) |
| <i>Financial Relations Agreement (Consequential Provisions) Act 1999</i> s. 38                                    | 53 of 1999      | 13 Dec 1999 | 1 Jul 2001 (see s. 2(2))  |
| <b>Reprint 1: The Marketable Securities Transfer Act 1970 as at 5 Dec 2003</b> (includes amendments listed above) |                 |             |   |

- <sup>2</sup> Corporations Law was superseded by the *Corporations Act 2001* of the Commonwealth, see note 3.
- <sup>3</sup> The *Companies Act 1961* was superseded by the *Companies (Western Australia) Code*, see section 18 of the *Companies (Application of Laws) Act 1981*. The *Companies (Western Australia) Code* was superseded by the Corporations Law which, on 15 July 2001, was superseded by the *Corporations Act 2001* of the Commonwealth. See Part 13 Division 2 of the *Corporations (Western Australia) Act 1990* and Part 2 of the *Corporations (Ancillary Provisions) Act 2001* respectively.
- <sup>4</sup> This Act is affected by the *Companies (Application of Laws) Act 1981* s. 18. As to that Act and the associated *Companies (Western Australia) Code*, see note 3.