



# Corporations Regulations 2001

Statutory Rules 2001 No. 193 as amended

made under the

*Corporations Act 2001*

---

This compilation was prepared on 5 June 2006  
taking into account amendments up to SLI 2006 No. 126

**[Note: For cessation details of subregulation 10.2.44A (2),  
see subregulations 10.2.44A (3) and (4).  
Regulation 7.6.02AA ceases to apply at the end of 30 June 2006,  
see subregulation 7.6.02AA (2)]**

This document has been split into eleven volumes  
Volume 1 contains Chapters 1, 2A–2C, 2G, 2K, 2M, 2N, 5, 5B, 5C, 6,  
6A, 6CA and 6D,  
Volume 2 contains Chapter 7 (Parts 7.1 to 7.6A),  
Volume 3 contains Chapter 7 (Parts 7.7 to 7.12),  
Volume 4 contains Chapters 9, 10 and 12,  
Volume 5 contains Schedules 1 and 2 (Forms 1003, 105, 207Z, 2501,  
2M01–2M03, 309–312, 314, 315, 350 and 501),  
**Volume 6** contains Schedule 2 (Forms 502, 503, 509A, 509B, 509C,  
509E, 509H),  
Volume 7 contains Schedule 2 (Forms 520, 521, 527, 529, 529A, 529B,  
530, 531A–531C, 532–539, 541–544 and 546–553),  
Volume 8 contains Schedule 2 (Forms 587, 6010, 603–605, 719, 719A,  
719B, 720 and 721),

---

Volume 9 contains Schedule 2 (Forms 903B, 904, 905, 909–911) and  
Schedule 2A (Forms 1–10),  
Volume 10 contains Schedules 3, 4, 5A, 5B, 6–8, 8A–8C, 9, 10, 10A–  
10D and 12, and  
Volume 11 contains the Notes  
Each volume has its own Table of Contents

Prepared by the Office of Legislative Drafting and Publishing,  
Attorney-General's Department, Canberra

## Contents

<b>Schedule 2</b>	<b>Forms</b>	4
Form 502		4
Form 503		6
Form 509A		7
Form 509B		8
Form 509C		9
Form 509E		10
Form 509H		11

## Schedule 2      Forms

(regulations 1.0.02 and 1.0.03)

### Form 502

(subsection 414 (9) (a))

Australian Company Number:

*Corporations Act 2001*

#### NOTICE TO REMAINING SHAREHOLDER

1. To  
of  
A. (*insert name of person giving notice, in this form called "the transferee"*) The transferee in (*insert date*) made offers to the holders of shares \*in Limited/\*included in                      class of shares in                      Limited for the transfer of those shares to the transferee, not being offers made under a scheme or contract arising out of the making of takeover offers or a takeover announcement under the law relating to the acquisition of shares; and  
B. under the scheme or contract the transferee became an (*insert date*) beneficially entitled to shares in that company which together with any other shares in that company to which the transferee, or the transferee and any corporation related to the transferee, is beneficially entitled, comprise or include nine-tenths in nominal value of the shares \*in                      Limited/\*included in that class of shares in                      Limited; and  
C. you are the holder of remaining shares \*in that company/\*included in that class of shares in that company and have not assented to the scheme or contract or been given notice in respect of those shares by the transferee under subsection 414 (2).
2. The transferee gives you notice under subsection 414 (9) that under that scheme or contract the transferee on (*insert date*) become beneficially entitled to shares in                      Limited and those shares together with any other shares in that company to which the transferee, or the transferee and any corporation related to the transferee, is beneficially entitled, comprise or included nine-tenths in nominal value of the shares (in that company/\*included in that class of shares in that company).

- 
3. You are entitled under subsection 414 (9) within 3 months after the date on which this notice is given by notice to the transferee to require the transferee to acquire your shares.
  - \*3. You are entitled under subsection 414 (9) within 3 months after the date on which this notice is given to elect by notice to the transferee which of the alternative terms offered to the approving shareholders under the scheme or contract you will accept. The alternative terms are as follows:
    4. If you require the transferee to acquire the shares held by you the transferee will be entitled and bound to acquire those shares:
      - (a) on the terms that under the scheme or contract were offered to the approving shareholders; or
      - (b) if alternative terms were offered—on the terms for which you have elected;
      - (c) if you do not so elect
        - (i) on whichever of the terms the transferee determines or
        - (ii) on such other terms as are agreed or as the Federal Court of Australia or the Supreme Court of \_\_\_\_\_ on the application of the transferee or of yourself orders.

Dated

*(signature of transferee)*

\*Omit if not applicable

#### **DIRECTION**

Requirements relating to annexures are set out in regulation 1.0.06.

## **Form 503**

(subsection 419A (3))

*Corporations Act 2001*

### **NOTICE OF CONTROLLER'S INTENTION NOT TO EXERCISE PROPERTY RIGHTS**

To: *(name)*,                      of *(address)*, the \*owner/\*lessor of property (“the specified property”) being:

*(name and description of property including, if appropriate, relevant reference numbers and account numbers identifying contracts such as leasing arrangements in relation to that property)*

I                      *(name)*,                      of                      *(address)*,                      the controller of property of *(name of corporation)* (“the corporation”) give you notice that I do not propose to exercise rights in relation to the specified property as controller of the specified property, whether on behalf of the corporation or anyone else.

Dated

*(Controller's signature)*

\*Delete if not applicable

#### **NOTES:**

1. Under subsection 419A (4) the controller is not liable for rent or other amounts by the corporation in relation to the specified property while this notice in force, but the notice does not affect a liability of the corporation.
- 2 Under subsection 419A (5), this notice ceases to have effect if the controller:
  - (a) revokes the notice, by writing to the owner/lessor; or
  - (b) exercises or purports to exercise a right in relation to the specified property the controller.

**Form 509A**

(subsection 438C (3))

A.C.N. or A.R.B.N.

*Corporations Act 2001***NOTICE TO DELIVER BOOKS OF COMPANY TO THE  
ADMINISTRATOR**

Limited (administrator appointed)

To: (name) of (address)

1. I (name), of (address), the administrator of the company, give you notice under subsection 438C (3) that I require you to deliver to me, at the above address, within (insert number being not less than 3) business days of the date of this notice, the books specified in the Schedule, being books of the company, that are in your possession.
2. Note that under subsection 438C (5), you must comply with this notice except so far as you are entitled as against the company and the administrator, to retain possession of the books.

**SCHEDULE***(insert specified books)*

Dated

*(administrator's signature)*

## Form 509B

(subsection 443B (3))

*Corporations Act 2001*

### NOTICE OF ADMINISTRATOR'S INTENTION NOT TO EXERCISE PROPERTY RIGHTS

Limited (administrator appointed)

To: (name), of (address), the \*owner/\*lessor of property (“the specified property”) being:

*(name and description of property, including, if appropriate, relevant reference numbers and account numbers identifying contracts such as leasing arrangements in relation to that property)*

I (name), of (address), the administrator of (name of company) (“the company”) give you notice that I do not propose to exercise rights in relation to the specified property.

Dated

*(administrator's signature)*

\*Delete if not applicable

#### NOTES

1. Under subsection 443B (4), the administrator is not liable for rent or other amounts payable by the company in relation to the specified property while this notice is in force, but the notice does not affect a liability of the company.
2. Under subsection 443B (5), this notice ceases to have effect if:
  - (a) the administrator revokes the notice, by writing to the owner/lessor; or
  - (b) the company exercises or purports to exercise a right in relation to the specified property.



---

**Form 509C**

(paragraph 445F (2) (a))

A.C.N. or A.R.B.N.

*Corporations Act 2001***NOTICE OF MEETING OF CREDITORS TO VARY OR TERMINATE  
DEED OF COMPANY ARRANGEMENT**

Limited (subject to deed of company arrangement)

1. Notice is given that a meeting of the creditors of the company will be held at *(insert address and place of meeting)* on *(insert date)* at *(insert time)* \*a.m./\*p.m.
2. The purpose of the meeting is to consider and vote on the following resolutions:

*(Set out each resolution under section 445A or paragraph 445C (b) that the administrator of the deed of company arrangement proposes to be voted on at the meeting or, as the case may be, that creditors, in a request made under paragraph 445F (1) (b), have proposed to be voted on at the meeting.)*

Dated

*(signature of administrator)*

\*Delete if not applicable

**Form 509E**

(paragraph 450B (a))

*Corporations Act 2001*

NOTICE TO CREDITORS OF EXECUTION OF A DEED OF COMPANY  
ARRANGEMENT

Limited (subject to deed of company arrangement)

\*To *(name)* of *(address)*

\*To creditors of the company

1. Notice is given under section 450B that the company executed a deed of arrangement on *(insert date)*.
2. A copy of the deed may be inspected at *(insert address)*.

Dated

*(Signature of administrator of the  
deed of company arrangement)*

\*Delete if not applicable

---

**Form 509H**

(paragraph 459E (2) (e))

*Corporations Act 2001***CREDITOR'S STATUTORY DEMAND FOR PAYMENT OF DEBT**

To *(name and A.C.N. or A.R.B.N. of debtor company)* of *(address of the company's registered office)*

1. The company owes *(name)* of *(address)* ("the creditor")
  - \*the amount of  $\$(insert\ amount)$ , being the amount of the debt described in the Schedule.
  - \*the amount of  $\$(insert\ total\ amount)$ , being the total of the amounts of the debts described in the Schedule.
- \*2. The amount is due and payable by the company.
- \*2. Attached is the affidavit of *(insert name of deponent of the affidavit)*, dated *(insert date of affidavit)*, verifying that the amount is due and payable by the company
3. The creditor requires the company, within 21 days after service on the company of this demand:
  - (a) to pay to the creditor the \*amount of the debt/\*total of the amounts of the debts; or
  - (b) to secure or compound for the \*amount of the debt/\*total of the amounts of the debts, to the creditor's reasonable satisfaction.
4. The creditor may rely on a failure to comply with this demand within the period for compliance set out in subsection 459F (2) as grounds for an application to a court having jurisdiction under the *Corporations Act 2001* for the winding up of the company.



## NOTES:

1. The form must be signed by the creditor or the creditor's solicitor. It may be signed on behalf of a partnership by a partner, and on behalf of a corporation by a director or by the secretary or an executive officer of the corporation.
2. The amount of the debt or, if there is more than one debt, the total of the amounts of the debts, must exceed the statutory minimum of \$2,000.
3. Unless the debt, or each of the debts, is a judgment debt, the demand must be accompanied by an affidavit that:
  - (a) verifies that the debt, or the total of the amounts of the debts, is due and payable by the company; and
  - (b) complies with the rules.
4. A person may make a demand relating to a debt that is owed to the person as assignee.

\*Delete if not applicable