

ANNEXURE A – FINANCIAL CHECKLIST

AVERAGE MONTHLY INCOME

	YOU	PARTNER
Salary, wages		
Pension, benefits, allowances, child support		
Interest, superannuation, dividends		
Other income		
TOTAL	\$	\$

AVERAGE MONTHLY OUTGOINGS

(the following is only a guide of possible expenses – you may have others - do not include credit card payments)

ITEM		TOTAL HOUSEHOLD
Mortgage payments/rent		\$
Rates:		
- Council		\$
- Strata		\$
- Water		\$
- Other		\$

Life Insurance premiums		\$
Hire purchase/lease agreements		\$
Loan repayments		\$
Maintenance payments/child support		\$
Food		\$
Household supplies/cleaning products		\$
House repairs		\$
Gas		\$
Electricity		\$
Heating fuel		\$
Telephone		\$
Motor vehicle:		
- Petrol		\$
- Maintenance		\$
- Motor vehicle registration		\$
- CTP Insurance		\$
- Comprehensive Insurance		\$
Fares/car parking		\$
Clothing and shoes		\$
Children's activities		\$
Child minding		\$
Medical, dental and optical (not including health insurance premiums)		\$
Entertainment/hobbies		\$
Holidays		\$

Education expenses, including fees and levies		\$
Chemist/pharmaceutical		\$
Gardening/lawnmowing		\$
Cleaning (house/pool)		\$
Repairs – furnishings and appliances		\$
Dry cleaning		\$
Books and magazines		\$
Gifts		\$
Hairdressing, toiletries		\$
Pet expenses		\$
Other necessary commitments: (specify)		
TOTAL		\$

ASSETS

(list all assets owned by yourself and or your partner and their known or estimated value - including home, any other properties, bank accounts, shares, other investments, superannuation, motor vehicles, furniture, personal effects etc)

LIABILITIES

(list all liabilities of you and or your partner and their known or estimated value – including mortgages, credit card and other personal debts)

OTHER INFORMATION

1. Details of all real estate sold or purchased by you in the last 3 years:

Purchase/sale date	Purchase or sale	Property details	Purchase price/ sale price

2. Details of all shares in public companies purchased or sold by you in the last 3 years:

Purchase/sale date	Purchase or sale	Share details	Purchase price/ sale price

3. Details of all gifts of amounts \$1,000 or more made by you in the last 3 years:

Date of gift	Amount of gift	Person or organisation to whom gift was given

4. Details of all other property sold by you for \$1,000 or more in the last 3 years:

Sale date	Sale price	Value of property	Description

5. Details of all interests you have in any private companies or trusts:
6. Please annex a diagram that shows your ownership and control of the companies and trusts referred to in the previous paragraph and their underlying assets.
7. Please annex copies of tax returns and assessments for the last 3 years.
8. Please annex draft family tree for the deceased (plaintiffs only – not beneficiaries).

ANNEXURE B – 9.1 ADMINISTRATOR’S AFFIDAVIT



Filed: May 20 10:49 AM



Form 40
UCPR 35.1

AFFIDAVIT OF - May 20

COURT DETAILS

Court Supreme Court of NSW
Division Equity
List Equity General (Family Provision)
Registry Supreme Court Sydney
Case number 20 /00

TITLE OF PROCEEDINGS

First Plaintiff

First Defendant
Second Defendant

FILING DETAILS

Filed for

Legal representative
Legal representative reference

Telephone

ATTACHMENT DETAILS

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Affidavit (General) (e-Services), along with any other documents listed below, were filed by the Court.

Affidavit (UCPR 40) (201705111024.pdf)

[attach.]

jcheng001

Page 1 of 1

Filed: 10:49 AM

Form 40 (version 5)
UCPR 35.1

AFFIDAVIT OF

May 20

PARAGRAPH 9.1 & 9.2, PRACTICE NOTE SC EQ 7

COURT DETAILS

Court Supreme Court of New South Wales
Division Equity
List Family Provision
Registry Sydney
Case number 20 /

TITLE OF PROCEEDINGS

Plaintiff
First defendant
Second defendant
Additional Information
Date of death

FILING DETAILS

Filed for first and second Defendants
Legal representative
Legal representative reference
Contact name and telephone
Contact email

AFFIDAVIT

Name
Address
Occupation
Date

I say on oath:

1. I am the First Defendant in these proceedings.
2. I am a co-executor of the estate of the late _____ (the "deceased") who died on June 20 _____.
3. The deceased married _____ on April 19 _____. They had two children together:
 - a. Me, the First Defendant, born on August 19 _____ (adopted on September 19 _____); and
 - b. The Second Defendant, _____ (herein "_____") born on April 19 _____.
4. As far as I am aware the deceased had no other children.
5. The deceased separated from and later divorced from my father in or about May 19_____.
6. The deceased met the plaintiff in about 19____ and was in a relationship with him since about this time.

Deceased's Will and the probate

7. Annexed hereto and marked "A" is a true copy of Probate granted to me and on September 20 _____ including a copy of the Will of the deceased dated January 20 _____ ("Will") and the Inventory of Property.
8. The nature and value of the assets of the deceased at the date of death were:

Description	Estimated Value
a. Real property located at and known as _____, folio identifier _____	
b. Commonwealth Bank account	
c. Commonwealth Bank account	
d. Mitsubishi Lancer motor vehicle registration	

- d. Furniture
- e. Jewellery

TOTAL

9. The nature and value of the liabilities of the deceased at the date of death were nominal.

10. The assets at the date of this affidavit are:

- | Property | Estimated Value |
|---|-----------------|
| a. Real property located at and known as _____, folio identifier _____ | |
| b. Australian and New Zealand bank account, Estate of Helen _____
BSB: _____ Account No: _____ | |
| d. Furniture | |
| e. Refund owing for personal expenses paid on behalf of Plaintiff | |
| f. Unpaid occupation fee or rental for the _____ property from June 20 to date (_____ weeks at \$ _____ per week), payable by the Plaintiff. | |

TOTAL

11. Annexed hereto and marked "B" is a copy of a market appraisal from Century 21 for the _____ property.
12. Annexed hereto and marked "C" is a copy of a rental appraisal for the _____ property to estimate unpaid rental.
13. Since the date of death the Plaintiff has continued to reside in the deceased's _____ property. The estate has paid the strata fees, Council rates, insurances, repairs and some of the outgoings for the _____ property including electricity, gas, phone and car insurance (set out below).
14. At the time of swearing this affidavit there are no outstanding liabilities that I am aware of.

15. The following distributions have been made from the estate:

Description	Estimated Value
a. The Mitsubishi Lancer motor vehicle registration has been transferred to the Plaintiff on November 20	
b. Deceased's bedroom furniture has been retained by the First Defendant.	
<u>TOTAL</u>	

16. The estimated gross distributable estate (omitting the costs of the proceedings) is about \$

17. The following may be liable to be designated as notional estate:

Description	Estimated Value
a. The Mitsubishi Lancer motor vehicle registration has been transferred to the Plaintiff.	
b. Expenses paid on behalf of plaintiff	
c. Macquarie Pensioner Management account number paid to the Defendants.	
d. Bedroom furniture	
<u>TOTAL</u>	

18. Superannuation death benefit payments were made from the deceased's Macquarie Pensioner Management account, account number on or about August 20 to In the sum of \$' (\$' net) and to In the sum of \$' (\$' net) pursuant to binding death nominations made by the deceased.

19. As far as I am presently aware there is no other property which is or may be the subject of any prescribed transaction or relevant property transaction.

20. As far as I am presently aware, there is no person holding property as a Trustee or otherwise that may be subject to any other prescribed transaction or relevant property transaction.

21. The testamentary and other expenses and liabilities of the estate that have been paid are as follows:

Description	Estimated Value
a. Funeral and related costs	
b. Deceased mobile/phone	
c. Strata fees	
d. Insurances	
e. Council rates	
f. Water rates	
g. Electricity/gas	
h. Hospital and treatment costs	
i. Deceased tax return 20 ⁰ - H&R Block	
j. Repairs and maintenance deceased home; Aussie Electrical, Mulgrave (exterior light).	
k. Bank fees	
l. Expenses paid on behalf of plaintiff:	
i. Phone and Internet bills paid on behalf of Plaintiff	
ii. Car expenses and insurance	
iii. Electricity/gas	
iv. cash withdrawn by plaintiff	
v Newspaper Delivery from News Corp & News Limited	
m. Legal fees for probate . . . , including filing fees	
n. Other legal fees paid - family provision claim.	
<u>TOTAL</u>	

22. I do not currently intend to seek commission. As far as I am aware, neither does the Second Defendant.

23. Eligible persons and beneficiaries are:

- a. _____ of _____ NSW (adopted daughter and beneficiary).
- b. _____ of _____ NSW (son and beneficiary).
- c. _____ of _____ (partner and beneficiary).
- d. _____ of _____ NSW (former spouse).

24. There is no eligible person who is under legal incapacity.

25. As far as I am aware, there are no persons holding property as a Trustee.

Notice of claim

26. I am informed that on _____ May 20 _____ my solicitor sent a letter to my father, giving him notice of these proceedings.

27. I am informed that on _____ May 20 _____ my solicitor spoke with _____ and he acknowledged receipt of the letter and Notice.

28. All other eligible persons and beneficiaries are parties to proceedings.

Sworn at

Signature of deponent

Name of witness

Address of witness

Capacity of witness

And as a witness, I certify the following matters concerning the person who made this affidavit (the deponent):

1 I saw the face of the deponent.

2 I have known the deponent for at least 12 months and I have confirmed the deponent's identity using the following identification document:

Identification document relied on (may be original or certified copy) ^{drivers license}

Signature of witness

Note: The deponent and witness must sign each page of the affidavit. See UCPR 35.7B.

CA 11

PROBATE

COURT DETAILS

Court Supreme Court of New South Wales
Division Equity
List Probate
Registry Sydney
Case number 120 /09

DECEASED'S DETAILS

Estate of:

Late of:

Occupation:

Date of death:

Date of will:

Number of Codicils:

PROBATE DETAILS

Granted to:

Basis of grant: Probate; Executors under the Will

The attached Inventory lists property disclosed to the Court under s.81A of the Probate and Administration Act 1898. It is issued by the Court under s.91 (2) of that Act.

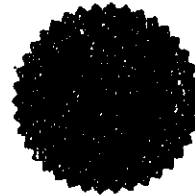
SEAL AND SIGNATURE

Court seal

Signature

Capacity

Date



3.

DATED: 10 20 19 19 19 19

LAST WILL AND TESTAMENT

OF



trust and in particular he shall not be bound to take any proceedings against the co-trustees for any breach or alleged breach of trust committed by such co-trustee.

9. I DIRECT that funeral directors be engaged by my Executors and that a Catholic service be performed at my funeral and that my bodily remains be cremated and that my ashes be deposited or stored as my Trustees determine.

10. I DIRECT that my ex-husband _____ receive no benefit from my Estate as we are divorced, have entered into a property settlement and he takes no further interest in my welfare or wellbeing.

11. I DIRECT that _____ receive no benefit from my Estate as she is separated from my son.

IN WITNESS WHEREOF I have hereunto set my hand to this Will this _____ day of January Two thousand _____

SIGNED by the TESTATRIX as)
her last Will and Testament,)
In the presence, at the same time, who)
at her request and in her sight)
and presence and in the presence)
of each other have hereunto)
subscribed our names as attesting)
Witnesses.)



.....
Witness
.....
Witness

Address:

Address:

"B"

From:
Sent:
To:
Subject:

Sent from my iPhone

Begin forwarded message:

From:
Date: January 21 at 1:39:22 pm AEDT
To:
Subject:

Good afternoon,
Thank you very much for contacting our office in relation to your mum's property. I am sorry to hear of the circumstances for the sale.

I have attached a snapshot of the sales in the immediate vicinity of the property as well as a separate attachment of the villa I sold in that we discussed on the phone. There are currently no single level villas for sale available in. The market for villas is extremely buoyant with extra high demand for quality properties such as yours.

It would be my recommendation that once coming to market that we would be seeking interest from purchasers that have a budget of \$ and better. Given the current market conditions and the implementation of proper marketing strategy I see no reason why we could not exceed all expectations as we did in.

I hope that you are enjoying your holiday and is not too cold, I look forward to the opportunity of discussing this further with you upon your return.

Once again thank you for the opportunity to be your agent.
Kind regards

This (and the preceding page/s) is the annexure marked "B" referred to in the Affidavit/Statement/Declaration

"C"

To whom it may concern,

RE:

The above-mentioned property has been assessed for the purpose of providing a current rental appraisal. Should this property be offered in the current rental market, we feel the property should achieve a weekly rental return of approximately \$ [redacted] per week. (Allowing for current market fluctuations).

Please do not hesitate to contact the undersigned regarding this if you have any further questions.

Yours Faithfully,

Note: This is solely an estimate only, and should in no way be taken as a valuation.

This (and the preceding page/s) is the annexure marked "C" referred to in the Affidavit.

ANNEXURE C – 9.2 SERVICE OF NOTICES AFFIDAVIT



Filed: 12/20/17 3:42 PM



Form 41
UCPR 35.8

AFFIDAVIT OF SERVICE

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Equity General (Family Provision)
Registry	Supreme Court Sydney
Case number	2017/00

TITLE OF PROCEEDINGS

First Plaintiff

First Defendant
Second Defendant

FILING DETAILS

Filed for

Legal representative
Legal representative reference
Telephone
Your reference

ATTACHMENT DETAILS

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Affidavit of service (e-Service), along with any other documents listed below, were filed by the Court.

Affidavit of Service (UCPR 41) (201705111540.pdf)

[attach.]

jcheng001

Page 1 of 1

Filed: 15:42 PM

Form 41 (version 3)
UCPR 35.8

AFFIDAVIT OF SERVICE

May 20

COURT DETAILS

Court Supreme Court of New South Wales
Division Equity
List Equity General (Family Provision)
Registry Sydney
Case number 2017/

TITLE OF PROCEEDINGS

Plaintiff
First defendant
Second defendant
Additional information

FILING DETAILS

Filed for first and second defendants
Legal representative
Legal representative reference
Contact name and telephone
Contact email
Filed for first and second defendants

AFFIDAVIT

Name

Address

Occupation

Date May 20

I say on oath:

1 I am a solicitor and principal of , personal and business lawyers.

2 I am over the age of 16 years.

3 On May 20 I prepared a notice of claim for provision under the Succession Act 2006 and covering letter addressed to at Avenue NSW

4 I served the documents by express post on May 20

5 On May 20 I spoke with who said words to the effect "I have your letter dated May 20 and the enclosed notice. The spelling of my given name is ' ' not ' ', I will return the copy of the letter and notice to you shortly."

6 Annexed and marked A is a true copy of the letter dated May 20 and enclosure signed by and dated May 20 which was received by post at my office on May 20 with a hand written note.

SWORN

Signature of deponent _____

Name of witness _____ hong

Address of witness _____

Capacity of witness Solicitor

And as a witness, I certify the following matters concerning the person who made this affidavit (the deponent):

1 I saw the face of the deponent. [OR, delete whichever option is inapplicable]
I did not see the face of the deponent because the deponent was wearing a face covering, but I am satisfied that the deponent had a special justification for not removing the covering.[†]

2 I have known the deponent for at least 12 months.
Identification document relied on (may be original or certified copy)[†]

Signature of witness _____

Note: The deponent and witness must sign each page of the affidavit. See UCPR 35.7B.

[The only "special justification" for not removing a face covering is a legitimate medical reason (at April 2012).]

[† "Identification documents" include current driver licence, proof of age card, Medicare card, credit card, Centrelink pension card, Veterans Affairs entitlement card, student identity card, citizenship certificate, birth certificate, passport or see Qaths Regulation 2011.]

[] "A"

Mr.
Avenue
NSW 2

COPY

May 20

Our Ref:

Dear Sir,

RE: ESTATE OF THE LATE
FAMILY PROVISION PROCEEDINGS 20 /

We act on behalf of the executors/defendants, and , in respect of proceedings commenced in the Supreme Court of New South Wales by Mr for a family provision order from the estate of your ex-wife,

We enclose by way of service a Notice of Claim For Provision Under The Succession Act 2006 dated May 20 .

Would you kindly acknowledge receipt of this correspondence.

Yours faithfully,

Form 89B
SCR Part 77 r63 SCR

**NOTICE OF CLAIM FOR PROVISION UNDER THE SUCCESSION
ACT 2006**

COURT DETAILS

Court Supreme Court of New South Wales
Division Equity
List Equly General (Family Provision)
Registry Sydney
Case number 2017/

TITLE OF PROCEEDINGS

Plaintiff
First defendant
Second defendant
Additional information Estate of the late
Date of death June 20

FILING DETAILS

Filed for first and second defendants
Legal representative
Legal representative reference
Contact name and telephone
Contact email

NOTICE

To:
Address:

1. The plaintiff has applied to the Court under the Succession Act 2006, for a Family Provision Order in respect of the Estate of deceased who died on June 20
2. If you are entitled to, and wish to apply for, an order for provision for you out of that estate you must apply within the period prescribed by the Succession Act 2006 or allowed by the Court. If you do not, before the Court deals with the Plaintiff's application, apply for an order for provision for you out of that estate, the Court may deal with the Plaintiff's application without regard to any possible application by you.

5.

SIGNATURE

Signature of legal representative

Capacity

Date of signature

contact solicitor

ANNEXURE C – 9.4 COMPETING CLAIM AFFIDAVIT



Filed: . . . AM



Form 40
UCPR 35.1

AFFIDAVIT OF

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Equity General (Family Provision)
Registry	Supreme Court Sydney
Case number	2017/00

TITLE OF PROCEEDINGS

First Plaintiff

First Defendant
Second Defendant

FILING DETAILS

Filed for

Legal representative
Legal representative reference

Telephone
Your reference

ATTACHMENT DETAILS

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Affidavit (General) (e-Services), along with any other documents listed below, were filed by the Court.

Affidavit (UCPR 40) (201705111024-1.pdf)

[attach.]

jchong001

Page 1 of 1

Filed:

Form 40 (version 5)
UCPR 35.1

AFFIDAVIT OF

2017

PARAGRAPH 9.4, PRACTICE NOTE SC EQ 7

COURT DETAILS

Court Supreme Court of New South Wales
#Division Equity
#List Equity General (Family Provision)
Registry Sydney
Case number 2017/

TITLE OF PROCEEDINGS

Plaintiff

First defendant

Second defendant

Additional information

Date of death

FILING DETAILS

Filed for

first and second defendants

Legal representative

Legal representative reference

Contact name and telephone

Contact email

AFFIDAVIT

Name

Address

Occupation

Date 2017

I say on oath;

1. I am the First Defendant and Executor of the late (the "deceased").
2. The following beneficiaries intend to raise his and her circumstances:
 - a. Me, I ; and
 - b.

Financials of

3. I am a daughter of the deceased.
4. I was born August 19 and am now years of age. I was adopted by the deceased and on September 19 .
5. I am single, unemployed and am studying a Certificate III In Health Administration on a full-time basis. This course is due to be completed on or about April 20
6. My estimated net weekly income is \$ (from board paid by my adult son).
7. My weekly expenses are estimated at \$
8. My expenses exceed my income.
9. I am currently drawing down on my mortgage to meet my living expenses.
10. My assets:

	Description	Est. Value
a.	Real property at 61 Road, NSW	\$
b.	ANZ Bank Accounts	\$
c.	Motor vehicle - Mitsubishi Challenger	\$

d.	Household and personal effects	\$
e.	Shares	\$
f.	Superannuation	\$
	TOTAL ASSETS INCLUDING SUPER	\$

11. My liabilities:

	Description	Est. Value
a.	ANZ Variable Home loan, mortgage	\$
b.	Debt owing to _____, loan	\$
c.	ANZ Rewards Visa, credit card	\$
d.	ANZ Travel Rewards Visa, credit card	\$
	TOTAL LIABILITIES	\$

12. I have two adult children from a relationship with Peter Aquilina:

- a. _____, born _____ April 19____ (herein _____);
- b. _____, born _____ October 19____ (herein _____).

13. _____ is an apprentice metal fabricator and lives at home with me.

14. _____ lives with me, but is travelling overseas, returning in October 20____. I anticipate that when she returns from overseas she will enrol to study veterinary nursing at TAFE before looking for work.

15. Until November 20____ I was working in a sales position at a bank.

16. In about 20____ my doctor recommended that I look at changing careers because I was not coping psychologically with the significant pressure at work. I commenced full time study at TAFE NSW re-training in medical administration.

17. I estimate my likely future income as a medical administrator will be about \$_____ gross per week.

18. The deceased provided me with regular financial support, such as, paying me to clean her home, do her ironing and mowing. The deceased also contributed to my legal bills for my divorce and to my mortgage. She bought groceries and clothes for me and my children. It is very hard to give an exact figure but I

estimate over the period of 20 years, the deceased gave me about \$ (about \$ per week on average) in cash directly and/or by paying bills.

- 19. In or about 19: I suffered a back injury when I worked as a nurse. I now suffer intermittent back pain.
- 20. I receive ongoing chiropractic treatment my neck and back problems. I also suffer from anxiety, low blood pressure and migraines for which I take medication.
- 21. I estimate I spend about \$ per month on medical related expenses.
- 22. I intend to use my interest in the estate:
 - a. to pay off or reduce my mortgage and the debt owing to David Langlands;
 - b. to repair my bathroom (\$) and replace the septic tanks to meet Council guidelines, which I estimate at (\$ --\$'); and
 - c. to financially support myself whilst studying, which I estimate at about \$ per week based on my current expenses.

Sworn at , New South Wales

Signature of deponent

Name of witness

Address of witness

Capacity of witness

And as a witness, I certify the following matters concerning the person who made this affidavit (the deponent):

- 1 I saw the face of the deponent. [OR, delete whichever option is inapplicable] ~~I did not see the face of the deponent because the deponent was wearing a face covering, but I am satisfied that the deponent had a special justification for not removing the covering.~~
- 2 I have known the deponent for at least 12 months and I have confirmed the deponent's identity using the following identification document:

[identification document relied on (may be original or certified copy) ^{drivers licence}

Signature of witness

Note: The deponent and witness must sign each page of the affidavit. See UCPR 35.7B.

[The only "special justification" for not removing a face covering is a legitimate medical reason (at April 2012).]

ANNEXURE E – NOTICE TO PRODUCE (SINGLE)

CATEGORIES OF DOCUMENTS THE PLAINTIFF
IN PROCEEDINGS NO: _____
IS REQUIRED TO PRODUCE FOR INSPECTION

A. Tax records

For you and for any unlisted company, partnership or trust in which you have (or did have) an interest, since DATE MONTH YEAR to the present time, all:

1. returns under any taxing act (State or Commonwealth), notices of assessment and notices of adjustment;
2. statements of earnings and group certificates;
3. draft tax returns, correspondence, memoranda, documents or other records relating to the preparation or filing of income tax returns or the determination of tax liability.

B. Superannuation

All documents and records relating to:

1. any superannuation benefit received by or accrued to you at any time since DATE MONTH YEAR; or
2. any superannuation policy held by you or on your behalf currently or at any time since DATE MONTH YEAR; or under which you may receive a benefit in the future.

C. Banking type records

All statements, records and other documents since DATE MONTH YEAR to the present time relating to all:

1. accounts with any bank, building society, credit union or other financial institution (including accounts operated by credit or debit cards) in which you have an interest;
2. deposits with (and withdrawals from) any bank, building society credit union or other financial institution where you have or you did have an interest in the money concerned;
3. applications in which you have or did have an interest for loans, finance, advances, credit extensions or financial assistance whatsoever and all documents accompanying, forming a part of or relating to applications within the description in this paragraph.

D. Life insurance policies

All life insurance or endowment policies either on your life or in which you have or did have an interest at any time since DATE MONTH YEAR and all documents and records in relation to them.

E. Title documents

All documents of title to:

1. all real estate in which you have an interest;
2. all personal property in which you have an interest for which a document of title exists.

F. Statements of holdings

All documents which state or purport to state your holding of any property or propriety rights which could be traded on a market which were either:

1. issued to you since DATE MONTH YEAR; or which
2. relate to any such holdings which you maintained at any time since that date.

G. Real estate

All contracts, correspondence and other records and documents relating to the purchase, holding, sale, lease or occupation of any real estate in which you have an interest or which you occupy (or in which you did have an interest at any time since DATE MONTH YEAR or which you occupied at any time since that date). This paragraph includes, but is not limited to, valuations and rate notices.

H. Personal Property

All contacts, correspondence and other records and documents relating to the purchase, holding, sale, lease, hire or use of any personal property in which you have an interest or which you hire or use (or in which you did have an interest at any time since DATE MONTH YEAR, or which you hired or used at any time since that date).

I. Documents relating to liabilities

All mortgages, guarantees or other securities granted by you (either alone or in conjunction with any other persons or entities) since DATE MONTH YEAR or which have been in effect since that date, and all documents and records relating to them.

J. Claims for personal injury

All correspondence, records and other documents relating to any claim for compensation or damages for personal injury to yourself (whether under common law or under any statute) which is presently outstanding or which was settled, satisfied or abandoned at any time since DATE MONTH YEAR.

K. Companies and partnerships

In relation to any non-listed company of which you are a secretary or director:

1. a current copy of the memorandum of association and the articles;
2. the financial records of the company covering the period since 1 January 2015 including:
 - (a) balance sheets
 - (b) profit and loss statements

(c) minute books, cash books, journals, ledgers and any other documents or records relating to any of the above

L. Income Records

All documents and records in relation to your income since DATE MONTH YEAR to the present time including all payslips, and correspondence with and documents provided to you by employers and government departments and agencies.

M. Computerised records

All computer media containing information stored in electronic form which would, if printed, constitute a document within the descriptions in any of the preceding paragraphs, together with any computer hardware and software necessary to convert the same to an intelligible form.

You may, in lieu of providing the original media and equipment under the preceding paragraph, produce printouts in an intelligible form of all the information contained in those media which triggers the operation of that paragraph.

ANNEXURE E – NOTICE TO PRODUCE (MARRIED)

CATEGORIES OF DOCUMENTS THE PLAINTIFF

IN PROCEEDINGS NO: _____

IS REQUIRED TO PRODUCE FOR INSPECTION

A. Tax records

For you and your wife/husband (*name*) and for any unlisted company, partnership or trust in which you or your wife/husband have (or did have) an interest, since DATE MONTH YEAR to the present time, all:

4. returns under any taxing act (State or Commonwealth), notices of assessment and notices of adjustment;
5. statements of earnings and group certificates;
6. draft tax returns, correspondence, memoranda, documents or other records relating to the preparation or filing of income tax returns or the determination of tax liability.

B. Superannuation

All documents and records relating to:

3. any superannuation benefit received by or accrued to you or your wife/husband at any time since DATE MONTH YEAR; or
4. any superannuation policy held by you or your wife/husband or on either of your behalves currently or at any time since DATE MONTH YEAR; or under which either of you may receive a benefit in the future.

C. Banking type records

All statements, records and other documents since DATE MONTH YEAR to the present time relating to all:

4. accounts with any bank, building society, credit union or other financial institution (including accounts operated by credit or debit cards) in which you or your wife/husband have an interest;
5. deposits with (and withdrawals from) any bank, building society credit union or other financial institution where you or your wife/husband have or did have an interest in the money concerned;
6. applications in which you or your wife/husband have or did have an interest for loans, finance, advances, credit extensions or financial assistance whatsoever and all documents accompanying, forming a part of or relating to applications within the description in this paragraph.

D. Life insurance policies

All life insurance or endowment policies either on your life or your wife's/husband's life or in which you or your wife/husband have or did have an interest at any time since DATE MONTH YEAR and all documents and records in relation to them.

E. Title documents

All documents of title to:

3. all real estate in which you or your wife/husband have an interest;
4. all personal property in which you or your wife/husband have an interest for which a document of title exists.

F. Statements of holdings

All documents which state or purport to state your or your wife's/husband's holding of any property or propriety rights which could be traded on a market which were either:

3. issued to either of you since 1 April 2015; or which
4. relate to any such holdings which either of you maintained at any time since that date.

G. Real estate

All contracts, correspondence and other records and documents relating to the purchase, holding, sale, lease or occupation of any real estate in which you or your wife/husband have an interest or which you or your wife/husband occupy (or in which you or your wife/husband did have an interest at any time since 1 April 2015 or which you occupied at any time since that date). This paragraph includes, but is not limited to, valuations and rate notices.

H. Personal Property

All contacts, correspondence and other records and documents relating to the purchase, holding, sale, lease, hire or use of any personal property in which you or your wife/husband have an interest or which either of you hire or use (or in which either of you did have an interest at any time since 1 April 2015, or which either of you hired or used at any time since that date).

I. Documents relating to liabilities

All mortgages, guarantees or other securities granted by you or your wife/husband (either alone or in conjunction with any other persons or entities) since 1 April 2015 or which have been in effect since that date, and all documents and records relating to them.

J. Claims for personal injury

All correspondence, records and other documents relating to any claim for compensation or damages for personal injury to you or your wife/husband (whether under common law or under any statute) which is presently outstanding or which was settled, satisfied or abandoned at any time since 1 April 2015.

K. Companies and partnerships

In relation to any non-listed company of which you or your wife/husband are a secretary or director:

3. a current copy of the memorandum of association and the articles;
4. the financial records of the company covering the period since 1 April 2015 including:
 - (d) balance sheets
 - (e) profit and loss statements
 - (f) minute books, cash books, journals, ledgers and any other documents or records relating to any of the above

L. Income Records

All documents and records in relation to your and your wife's/husband's incomes since 1 April 2015 to the present time including all payslips, and correspondence with and documents provided to both of you by employers and government departments and agencies.

M. Computerised records

All computer media containing information stored in electronic form which would, if printed, constitute a document within the descriptions in any of the preceding paragraphs, together with any computer hardware and software necessary to convert the same to an intelligible form.

You may, in lieu of providing the original media and equipment under the preceding paragraph, produce printouts in an intelligible form of all the information contained in those media which triggers the operation of that paragraph.

ANNEXURE F – SETTLEMENT CHECKLIST

This document must be completed in full where settlement of the proceedings has occurred and orders are being sought under the Act

Please ensure that all original affidavits (not already filed) and the exhibits to any affidavit to be relied upon, and/or to which reference is made in this document, are delivered to the Associate of the Family Provision List Judge at the time that Consent Orders are delivered/handed up.

NAME OF MATTER/SUPREME COURT FILE NO:

1. Name of the Deceased:
2. Date of death of the deceased:
3. Date of Will:
4. Grant of Probate or Administration:
5. Value of estate:
6. Any Notional estate and, if so, its value:
7. Relationship of the Plaintiff to the deceased:
8. Relationship of the Defendant to the deceased:
9. Beneficiaries named in Will and relationship to the deceased:
10. Interest of any minor beneficiary affected and how:

FORMAL MATTERS

11. Date of commencement of proceedings:
12. If the application has not been commenced in time has an order extending time been sought in the Summons?

13. Identify Plaintiff's Affidavits (and exhibits) to be relied upon:
 - a. Is a copy of the Will/Probate/Letters of Administration in evidence:
 - b. Paragraphs setting out assets and liabilities of the Plaintiff and any person with whom he or she is cohabiting:
 - c. If approval of a release is sought, identify affidavits setting out matters to be considered by the Court in determining application for approval (see s 95(4) Succession Act 2006):
14. Has the Notice of Eligible Persons been served:
15. Identify Defendant's Affidavits (and exhibits) to be relied upon:
16. Has the prescribed notice been served on persons referred to in Practice Note SC Eq 7:
17. Identify evidence of service of notices on eligible persons and/or beneficiaries:
18. Who is to bear the burden of provision being made:
19. Evidence of consent of persons who, or who may be adversely affected, by the provision being made:
20. If approval of a release is sought, identify affidavits setting out matters to be considered by the Court in determining application for approval (see s 95(4) Succession Act 2006):
21. If the Plaintiff or any beneficiary is a person under a legal incapacity, is there evidence by the tutor and her, his or its advisor stating that the compromise is beneficial to the person under a legal incapacity:
22. If a trustee is to be appointed, has his, her, or its, consent been obtained and if so, is there evidence of his or her good fame and character:
23. Are there any matters that should be brought to the attention of the Court:

DATED:

Counsel/Solicitor for Plaintiff

Print name Counsel/Solicitor for Defendant

Print name

ANNEXURE G – LUMP SUM ORDER

FORM OF ORDERS: 20

1. Notes associated proceedings number 20
2. Orders that these proceedings and the associated proceedings be dealt with consecutively with the evidence in one being evidence in the other.
3. Notes that the parties in the associated proceedings consent to the orders being made in these proceedings and that the parties in these proceedings consent to the orders being made in the associated proceedings.
4. Orders pursuant to s 59 of the *Succession Act 2006* (NSW) that the Plaintiff receive out of the estate of (the deceased") provision by way of a lump sum of \$
5. Orders that the lump sum payable to the Plaintiff is to bear interest at the rate for unpaid legacies prescribed by s 84A(3) of the *Probate and Administration Act 1898* (NSW), if not paid within 28 days of the date of the making of these orders, calculated from the 29th day until the date of payment.
6. Makes no order as to the Plaintiff's costs, the intent that he will bear his own costs of the proceedings.
7. Orders that the Defendant's costs, calculated on the indemnity basis, of the proceedings, be paid, or retained, as the case may be, out of the estate of the deceased.
8. Notes the agreement of the parties that:
 - a. The application has been filed within time;
 - b. The Plaintiff is an eligible person;
 - c. The Plaintiff has served a notice identifying all other eligible persons on the executor at the time of serving the Summons;
 - d. The administrator has filed the executor's affidavit and the affidavit of service of the notice of the Plaintiff's claim on any person who is, or who may be, an eligible person, as well as upon any person beneficially entitled to the distributable estate and any person holding property of the estate as trustee or otherwise;
 - e. The executor has filed an appearance.

ANNEXURE H – CRISP ORDER

SHORT MINUTES OF ORDER

_____ & Anor v _____

CASE NO: 20__ / _____

THE COURT by consent:

1. Order, pursuant to s 91 of the *Succession Act 2006* (NSW), that administration in respect of the estate and notional estate of the late _____ (“the deceased”) be granted to the First Plaintiff for the purpose only of permitting him/her and the Second Plaintiff’s application for a family provision order to be dealt with.
2. Order that compliance with the Court Rules in relation to Order 1 above be dispensed with.
3. Order, pursuant to Uniform Civil Procedure Rules 2005 (NSW), rule 7.10(2)(b), that the Defendant be appointed to represent the deceased’s estate and notional estate for the purposes of these proceedings.
4. Order that any order entered or made in the proceedings binds the deceased person’s estate to the same extent as the estate would have been bound had a personal representative of the deceased person to whom administration had been granted been a party to the proceedings.

5. Order, pursuant to Chapter 3 of the Succession Act 2016, that in lieu of the entitlement of the Defendant in distribution of the intestate estate of the deceased:

(a) The Defendant receive a legacy in the lump sum of \$XXXX out of the estate of the deceased;

(b) The Defendant receive a lump sum of \$XXXX to be held by the Plaintiffs, subsequent and pursuant to letters of administration of the estate of the deceased being granted to them, upon the following trust:

i. To acquire a property ("the original property"), with the Plaintiffs being the registered proprietors as joint tenants, at the request of the Defendant for the use and benefit of the Defendant and in which he shall be entitled to reside during his lifetime.

ii. Any part of the lump sum that is not applied to acquire the original property ("the first unused lump sum") shall be invested by the Plaintiffs and any income produced by it paid to the Defendant annually.

iii. To sell the original property and use the net proceeds of sale, the first unused lump sum, the second unused lump sum referred to in 5 (b)(iv) below, the net proceeds of sale of any other property or accommodation for the Defendant provided in substitution therefore and any net income from any such proceeds (collectively "the capital and income") for the following purposes:

A. To purchase at the request of or on behalf of the Defendant and hold on the same terms as the original property from time to time other homes or accommodation for the Defendant at a net cost not exceeding the amount provided from time to time by the capital and income; and,

B. To purchase for the Defendant, at the request of or on behalf of the Defendant, the right to reside in a retirement village, residential care facility or nursing home with or without health care, hospitalisation and nursing or one or more of such services or like services for his

lifetime at a cost not exceeding the capital and income and whether or not the cost of such purchase or any part thereof will be recoverable on the death of the Defendant or upon him ceasing to remain in such accommodation.

- iv. Any part of the capital and income that is not applied for either of the purposes in 5(iii) A or B above ("the second unused lump sum") shall be invested by the Plaintiffs and any income produced by it paid to the Defendant annually.
- v. Upon the death of the Defendant any property purchased for the Defendant, the proceeds derived from any other accommodation purchased for the Defendant and any remaining capital and income shall form part of the rest and residue of the estate of the deceased.

(c) The Defendant receive a lump sum of \$XXXX to be held by the Plaintiffs, subsequent and pursuant to letters of administration of the estate of the deceased being granted to them, upon trust to apply both capital and income in payment of rates, taxes, levies, insurance and any reasonable and necessary capital repairs in relation to any property or other accommodation held upon trust for the Defendant pursuant to Order 5 (b) above, with any remaining capital and income to form part of the rest and residue of the estate of the deceased upon the death of the Defendant.

- 6. Order that interest be payable on the whole or such part of the legacy referred to in Order 5(a) above as remains unpaid as and from 14 days after the settlement of the sale of the property situate and known as X ____ Street, _____, at the rate prescribed for unpaid legacies pursuant to s 84A of the Probate and Administration Act, 1898.
- 7. Order that interest be payable on the whole or such part of the lump sum referred to in Order 5(b) above as is not held in an interest-bearing account in the name of the Plaintiffs as trustees for the Defendant as and from 14 days after the settlement of

the sale of the property situate and known as 71 Donohue Street, Kings Park, at the rate prescribed for unpaid legacies pursuant to s 84A of the Probate and Administration Act, 1898.

8. Order, pursuant to Chapter 3 of the Succession Act 2016, that in lieu of the entitlement of the Plaintiffs in distribution of the intestate estate of the deceased, the Plaintiffs receive the rest and residue of the estate of the deceased in equal shares as tenants in common.
9. Notes there be no order as to the Plaintiffs' costs to the intent each bear his/her own costs of the proceedings.
10. Order that the Defendant's costs in the agreed amount of \$XXXX be paid from the estate of the deceased.
11. Further consideration be reserved to apply to vary Order 5 above if it is necessary to do so to arrange for and facilitate the payment of an accommodation bond for the Defendant.
12. Notes the agreement of the parties that:
 - (a) The Defendant will consent, and provide a Consent to administration in the prescribed form, to letters of administration being granted to the Plaintiffs and to an administration bond being dispensed with; and
 - (b) The Defendant will co-operate with the preparation of the property situate and known as X _____ Street, _____, for sale and with the subsequent marketing of and sale of the said property.

13. Notes the agreement of the parties that:
- (a) The application was made within time;
 - (b) The plaintiffs are eligible persons;
 - (c) The plaintiffs have served a notice identifying all other eligible persons on the defendant;
 - (d) The defendant has filed the administrator's affidavit and the affidavit of service of the notice of the plaintiffs' claim on any person who is, or who may be an eligible person, as well as upon any person beneficially entitled to the distributable estate, and any person holding property of the estate, as trustee or otherwise; and
 - (e) The defendant has filed an Appearance.

Dated: __/__/____

Counsel for the Plaintiffs

Counsel for the Defendant

ANNEXURE I – CLIFFORD v MAYR ORDER

SHORT MINUTES OF ORDER

COURT DETAILS

Court	Supreme Court of New South Wales
Division	Equity
List	Family Provision
Registry	Sydney
Case number	20__/____

TITLE OF PROCEEDINGS

Plaintiff

First defendant

Second defendant

Estate of the late

Date of Death:

FILING DETAILS

Filed for

Filed in relation to **Estate of the late**

Legal representative

Legal representative reference

Contact name and telephone

Contact email

TERMS OF ORDER

By Consent the Court

Orders that ____ be joined as a defendant to these proceedings.

Orders that ____ and ____ by their tutor ____ be joined as defendants to these proceedings.

Grants leave to the plaintiff to file an amended Summons reflecting the joinder of the additional parties referred to in orders 1 and 2.

Orders that the rules of Court requiring service of the amended Summons be dispensed with.

Orders that in addition to the provision made for him/her in the will of the ____ (“the deceased”) of \$XXXX, that the plaintiff receive:

- (a) A lump sum of \$XXXX (“the Lump Sum”) out of the estate of the deceased; and
- (b) A further lump sum of \$XXXX (“the Further Lump Sum”) to be provided out of the provision in the deceased’s estate for ____, ____ and ____ towards the purchase of real estate in the name of ____ or ____ and ____ subject to the equitable charge in Order 11.

Orders that no interest is to be paid on the lump sums payable pursuant to Order 5, if those lump sums are paid within 28 days of the making of these orders; otherwise interest calculated at the rate prescribed by s.84A(3) of the *Probate and Administration Act 1898 (NSW)* on unpaid legacies, is to be paid from that date until the date of payment.

Order pursuant to section 66(2) that the provision for the following beneficiaries in the will is adjusted so that in lieu of the provision for those beneficiaries in clause 6 of the will

- (a) ____, ____ and ____ receive a fixed legacy of \$XXXX each, total \$XXXX (“Children’s Legacy”);
- (b) ____ receive 70% of the residue;
- (c) ____ receive 30% of the residue.

Orders that the burden of the lump sum in order 5(a) and any interest which may accrue thereon pursuant to order 6 is to be borne from the interests of ____ and ____ in the following proportions as to ____ 30% and as to ____ 70%.

Orders that the burden of the provision of the Further Lump Sum in order 5(b) is borne by the Children's Legacy but any interest which might accrue thereon be borne by the interest of ____ as to 70% and ____, as to 30%.

Orders that the Further Lump Sum in order 5(b) be paid within 28 days of the making of these orders to ____, solicitors to be invested in a controlled monies account on trust for ____, ____ and ____ pending the receipt of a request by the plaintiff and ____ for the payment of those funds for the purpose of them purchasing real estate of which they will be the only registered proprietors and which is situate in New South Wales ("the original property") which shall be subject to the equitable charge in order 11.

Orders that the equitable charge shall:

- (a) Be in favour of ____ and ____ as trustees for ____, ____ and ____ ("the Trustees").
- (b) The charge shall secure the sum of \$XXXX or such sum that is used for the purchase of real estate pursuant to Order 10 above and in accordance with Order 14 below as at the completion date of the purchase on the terms set out in this order.
- (c) The amount secured shall increase at the end of each calendar quarter by an amount equal to the percentage increase in the All Groups Consumer Price Index weighted average of eight capital cities for the preceding quarter, or in the event that the index ceased to be published, by an amount equal to the percentage increase in the published statistical index that in the reasonable opinion of the Trustees most closely approximates the All Groups Consumer Price Index weighted average of eight capital cities for the preceding quarter.
- (d) The benefit of the charge shall be held by the Trustees on trust for such of ____, ____ and ____ as are alive when the youngest of those people then alive attains the age of 21 years as tenants in common in equal shares.

- (e) The Trustees shall permit the plaintiff and ____ to sell any real estate that is subject to this charge on terms that:
- (i) the proceeds of sale are used wholly or predominantly in the acquisition of other real estate which is situate in New South Wales chosen by the plaintiff and ____ (“Replacement Property”);
 - A. that itself becomes subject to a charge on the same terms as the charge hereby created,
 - B. of which the plaintiff and ____ will be the only registered proprietors; and
 - C. title to which is held under the Real Property Act 1900 (NSW).
 - (ii) to the extent to which the net proceeds of sale are not used in the acquisition of a Replacement Property, the proceeds are to be paid to the Trustees to be invested by them and held on trust for such of ____, ____ and ____ as are alive when the youngest of those people then alive attains the age of 21 years, as tenants in common, in equal shares, on the basis that
 - A. to the extent to which any property held on such trust is paid to and for the benefit of a beneficiary it shall be a discharge of the obligation to pay an amount pursuant to the charge referred to in this order, and
 - B. the Trustees have power to pay the whole of the capital or income of any net proceeds held by them on this trust to ____ for the maintenance education or benefit of the said ____, ____ or ____
- (f) So far as their trusteeship of the benefit of this charge is concerned, the Trustees shall act without remuneration but with the right to reimbursement of reasonable expenses associated with performance of their duties as Trustees.

- (g) The plaintiff and ____ shall:
- (i) Permit the Trustees to lodge and maintain a caveat on the title of the original property or any Replacement Property to secure the charge created by this Order;
 - (ii) Pay all outgoings on the property to which the charge attaches (including payment of any mortgage secured over the property), keep the property in good repair, and insure the property against loss or damage by fire;
 - (iii) Not raise money on the security of the original property or any Replacement Property for the purpose of investing the proceeds in any manner whatsoever;
 - (iv) In the event that the original property or any Replacement Property is sold and the net proceeds are not used in the acquisition of a Replacement Property, to pay any part of the net proceeds to the Trustees to be held by them pursuant to 11(e)(ii) hereof.

Orders that the balance of the entitlements of ____, ____ and ____ agreed to be \$XXXX each, under the deceased's will be paid within 28 days of the making of these orders as follows:

- (a) The share of ____ of \$XXXX be paid to ____;
- (b) The share of ____ of \$XXXX be paid to ____ and ____ as Trustees for her;
and
- (c) The share of ____ of \$XXXX be paid to ____ and ____ as Trustees for him.

Orders that the Lump Sum is to be applied by the plaintiff as follows:

- (a) \$XXXX ("____'s Controlled Monies") shall be paid by the plaintiff to ____ solicitors to be invested in a controlled monies account in trust for the plaintiff and to be applied towards the acquisition of the original property in conjunction with the Further Lump Sum of \$XXXX;

- (b) The balance of \$XXXX for himself absolutely or as he may direct.

Orders that on the purchase of the original property utilising the Lump Sum and the Further Lump Sum, the purchase price including stamp duty and associated expenses shall be paid from those funds as follows:

- (a) the first \$XXXX shall be paid from ____'s Controlled Monies;
- (b) the balance shall be paid from the Further Lump Sum, with any surplus not required for the purchase of the original property to be paid as follows:
 - (i) One third to ____;
 - (ii) One third to ____ and ____ as trustee for ____; and
 - (iii) The remaining one third to ____ and ____ as trustee for ____.

Notes the agreements between the parties that the balance of \$XXXX from ____'s Controlled Monies is primarily used, in the first instance, to make the original property ready for occupation, including but not limited to making any necessary repairs and improvements, and the costs associated with relocation into the original property.

Makes no order as to the plaintiff's costs to the intent that he/she bears his/her own costs.

Orders that the costs of the existing defendants, and of ____, ____ and ____, calculated on the indemnity basis, be paid out of the residue of the deceased's estate.

Note the agreement of the parties that:

- (a) The application was made within time;
- (b) The plaintiff is an eligible person;
- (c) The plaintiff has served a notice identifying all other eligible persons on the administrator at the time of serving the Summons;
- (d) The administrator has filed the administrator's affidavit and the affidavit of service of the notice of the plaintiff's claim on any person who is, or who

may be an eligible person, as well as upon any person beneficially entitled to the distributable estate, and any person holding property of the estate, as trustee or otherwise.

(e) The administrator has filed an Appearance.

SIGNATURE

Signature of legal representative

Name of legal representative

Capacity

Date of signature

Solicitor for Plaintiff

Signature of legal representative

Name of legal representative

Capacity

Date of signature

Solicitor for Defendants

Signature of legal representative

Name of legal representative

Capacity

Date of signature

Solicitor for the Children's Representative

ANNEXURE J – LOAN ORDER

SHORT MINUTES OF ORDER

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Family Provision
Registry	Sydney
Case number	20__/____

TITLE OF PROCEEDINGS

ESTATE OF THE LATE

Plaintiff

First Defendant

Second Defendant

1. Order that ____ be joined as second defendant.
2. Order that the rules of Court relating to the filing and serving of an Amended Summons to reflect the joinder of the additional party in relation to Order 1 be dispensed with.
3. Orders that the plaintiff receive the following provision out of the estate of the late ____ ("the deceased"), namely, the uninterrupted right to reside for her lifetime upon the terms set out in these order in the Deceased's half share as tenant in common in the property situate at and known ____, being the land comprised in folio identifier ____ ("the property") upon the following terms:

- (a) The Plaintiff shall on or before __ April, 20__ pay by way of loan to the estate of the deceased until repaid from the estate of the deceased, the First Defendant's costs of the proceedings (calculated on the indemnity basis) as agreed or assessed. In the event the costs are not agreed or assessed prior to the __ April, 20__ the Plaintiff will pay the Defendant \$XXXX on or before that date on account of the costs of the Defendant such moneys to be held in the First Defendant's Solicitors trust account pending agreement or assessment. In the event the assessed costs are less than \$XXXX the First Defendant shall refund the difference between the assessed costs and \$XXXX to the Plaintiff. The First Defendant shall not be entitled to recover any costs in excess of \$XXXX in any event
- (b) In the event, the Plaintiff does not pay the costs in accordance with 3(a) hereof, the parties shall forthwith after __ April, 20__ do all such acts and things and sign all such documents as necessary to sell the ____ property and distribute the proceeds of sale in accordance with paragraph 5 hereof.
- (c) The Plaintiff and the second Defendant will contribute equally to capital improvements, replacement and repair in relation to the property, special strata levies and sinking fund levies, provided that if one party does not pay the cost within 14 days of receiving a notice from the other party or the Owner's Corporation, then that party's share of the property will be charged with the sum outstanding and any interest accruing on it and the party not in default shall be entitled invoke the liberty to apply in Order 6.
- (d) The Plaintiff may have up to two (2) persons residing with her, one or both of whom__may provide care and assistance without reward other than accommodation and not so as to create a residential tenancy and subject to each of those persons executing a deed in the form annexed and marked "A";
- (e) The Plaintiff shall pay all rates and outgoings, including insurances (other than building insurance which is paid by the Owners' Corporation) and keep the property in good repair having regard to its present condition;
- (f) The Plaintiff, if reasonably required, shall provide to the first Defendant evidence of the payment of those costs and expenses described in Order 3(e),

as well as evidence of currency of insurance if so requested but not more than once in any twelve month' period;

- (g) The first Defendant shall be entitled to conduct an inspection of the property once every 12 months upon giving the plaintiff twenty-eight days (28) notice of such inspection at a time convenient to the Plaintiff.
 - (h) The Plaintiff will at all times maintain a current policy of insurance in respect of Public Liability in respect of any property occupied by her.
 - (i) The Plaintiff will indemnify the Defendants for all and any claims for loss, damage, death or injury occasioned to the Plaintiff or any other person coming onto the property during its occupation by the Plaintiff or any other accommodation she may occupy from time to time.
4. In the event, the Plaintiff determines to vacate the possession of the Maroubra property, upon the Plaintiff giving notice in writing to the First Defendant, the parties shall forthwith do all acts and things necessary to sell the property in accordance with Order 5 hereof.
5. For the purpose of paragraph 3 or 4 hereof, as applicable, the parties shall list for sale and sell by private treaty the ____ property:
- (a) with an agent agreed between the parties and in default of agreement the Plaintiff shall send a list of names of 3 agents to the First Defendant and the First Defendant shall nominate one name within 7 days of receipt of such list;
 - (b) at a reserve price as agreed in writing or in default of agreement at a reserve price recommended by the agent who has conduct of the sale and the proceeds of sale shall be distributed in the following manner and priority:
 - (i) to pay the selling commission of the agent or reasonable auction expenses of the agent together with the reasonable auction expenses and promotional charges of the auctioneer who effected the sale;
 - (ii) to reimburse the party/parties who pre-paid reasonable commercial advertising and, if appropriate, auction expenses;
 - (iii) to adjust municipal rates and water rates with the purchase in accordance with the relevant provisions of the contract;

- (iv) to pay the firm of solicitors nominated by the plaintiff who perform the conveyancing aspect of the sale proper costs and reasonable expenses including the costs and expenses of any aborted sale process;
- (v) to pay the Plaintiff her one half share as tenant in common of the nett proceeds, from which, if applicable, she will contribute no more than 90% of the costs of alternative accommodation;
- (vi) to pay to the Plaintiff her costs of these proceedings calculated on the ordinary basis as no more than \$XXXX;
- (vii) in the event the Plaintiff has paid the first Defendant's costs, to reimburse the Plaintiff the costs paid together with interest to date of this repayment at the rate for an IBD deposit for a 12 month' period with the National Australia Bank, such rate being calculated on the anniversary of the payment for costs;
- (viii) subject to the plaintiff contributing XX% of her share in the net proceeds of the sale of the property payment to the Plaintiff of an interest free loan for her lifetime of no more than XX% of the estate's share of the net proceeds of sale which loan shall be repayable to the deceased's estate from the Plaintiff's estate on the death of the Plaintiff and repayment of such loan shall be binding on the Plaintiff's heirs, executors and assigns upon the following terms namely, within three (3) months of the first Plaintiff's death.
- (ix) The Plaintiff must give such security as the Defendants may reasonably require to secure the repayment of the loan in 5(viii) to the Defendant including and without limiting the generality of the foregoing a registered first mortgage or charge over any real property purchased with the loan or an assignment or irrevocable authority in favour of the Defendants of any entry contribution , accommodation bonds and other sums which are refundable to the Plaintiff or her estate on the termination of any accommodation the Plaintiff may have from time to time and this order shall be sufficient authority to the defendants to inform any residential

accommodation to which the Plaintiff pays a bond of the charge or security that the defendants have over that bond.

- (x) In the event the Plaintiff has not paid the first Defendant's costs, to pay the First Defendant its costs of these proceedings calculated an indemnity basis as no more than \$XXXX;
 - (xi) to pay the First Defendant's commission;
 - (xii) to pay the balance to the First Defendant for distribution in accordance with the will of the deceased.
6. Liberty to all parties to apply to the Court for directions or for advice in the event of any doubt, difficulty or dispute arising in respect of the implementation of these orders including orders for the termination of the Plaintiffs right to reside and orders for and incidental to the sale of any accommodation in which the Plaintiff is residing.
7. The Plaintiff's costs be paid from the deceased's estate in accordance with these orders.
8. The Court notes the agreement of the parties that:
- (a) In the event the plaintiff wishes to give up occupancy of the property for the purposes of selling it, then any sum that the plaintiff and the second defendant have previously agreed shall be expended in preparing the property for sale, shall be paid equally by the plaintiff and the second defendant.
 - (b) The second Defendant will keep the Plaintiff and the first Defendant informed of his address and contact details from time to time.
 - (c) The Plaintiff will give the second Defendant an opportunity to obtain from the ___ his late father's belongings including the motor vehicle at a time suitable to both the Plaintiff and the second Defendant and the Plaintiff will pack the deceased's belongings and the second Defendant will arrange to move the motor vehicle.

9. Notes the agreement between the parties that payment of the first Defendant's commission shall be deferred pending the sale of the property and paid in accordance with these orders.

Dated:

By the Court:

ORDERED:

ENTERED:

ANNEXURE K – CURRAN v HARVEY ORDER

SUPREME COURT OF NSW

EQUITY DIVISION

20__/____

____v____

PROPOSED ORDERS

The Court orders that:

1. The burden of the provision made for the Plaintiff is to be borne by the beneficiaries of the Will of the deceased in the following proportions:

(a)	Name Surname	XX%
(b)	Name Surname	XX%
(c)	Name Surname	XX%
(d)	Name Surname	XX%

2. Within 14 days of the date of this Order, the Defendant shall transfer the amount of \$XXXX to an interest bearing account in the names of the Defendant and the Plaintiff's solicitor as trustees for the Plaintiff ("the purpose fund"), for the purpose only of satisfying the orders herein for the benefit of the Plaintiff such purpose fund to include all, and any, interest accrued from time to time.

3. The purpose fund shall comprise:
 - a. \$XXXX together with interest accrued on that amount ("the accommodation sum") for the purpose of satisfying Orders 4 and 5; and
 - b. \$XXXX together with interest accrued on that amount ("the capital sum") for the purpose of satisfying Orders 7 and 8.

4. No later than 3 working days after the Defendant is advised, in writing, by the Plaintiff's solicitor, of the proposed date for the exchange of contracts for the purchase of accommodation for the Plaintiff in his/her name, and being provided with a copy of the said contract, the Plaintiff's solicitor and the Defendant shall draw and shall each sign a cheque, as required, for the amount of the deposit, from the purpose fund accommodation sum, which cheque will be in favour of the

purchaser's agent or as otherwise stated in the contract, and be held by the Plaintiff's solicitor to be delivered on exchange of contracts.

5. No later than 7 working days after the Defendant is advised, in writing, by the Plaintiff's solicitor, of the date of proposed completion of the contract for the purchase of accommodation for the Plaintiff and being provided with a copy of the settlement sheet, the Plaintiff's solicitor and the Defendant shall draw and shall each sign such cheques as required, from the purpose fund accommodation sum, necessary to enable completion of the purchase of the accommodation for the Plaintiff in his/her name, and to pay his/her associated costs and disbursements of the purchase, including stamp duty and legal costs of the solicitor acting for the Plaintiff on the purchase.
6. The Plaintiff shall not sell, or encumber, the property purchased in his/her name using the accommodation fund, within a period of 5 years from the date of these orders, without the leave of the court.
7. No later than 7 working days after the exchange of contracts for the purchase of accommodation for the Plaintiff, the Plaintiff's solicitor and the Defendant shall draw and shall each sign a cheque from the capital sum, in the amount of \$XXXX, together with any interest accrued on that amount since the date of judgment, which cheque shall be placed in the Trust Account of the Plaintiff's solicitor and used to pay the Plaintiff's debts and to enable the Plaintiff to purchase such furniture and whitegoods as he/she requires, with any balance remaining, thereafter, to be paid to the Plaintiff for his/her own use and benefit absolutely.
8. Until such time as the balance of the capital sum of \$XXXX remaining in the purpose fund together with interest accrued on that amount is spent, at the end of each continual 12 month period that the Plaintiff remains out of prison, the Defendant and the Plaintiff's solicitor shall draw and shall each sign a cheque from the capital sum, in the amount of \$XXXX, together with interest accrued on that amount for the 12 month period, and shall pay it to the Plaintiff, or as he/she directs in writing, for his/her own use and benefit absolutely.
9. Within 14 days of the date of this Order, the Defendant shall transfer the amount of \$XXXX to an interest bearing account, in the name of the Defendant ("the counselling fund") as trustee, which, fund together with all interest accrued from time to time on the unpaid portion thereof, shall be used to pay for counselling sessions attended by the Plaintiff, as well as for such reconstructive dental work as the Plaintiff undergoes.
10. Within 14 days of the date that the Plaintiff, his/her solicitor, or any other person provides to the Defendant an invoice, or copy thereof, for such counselling services, or reconstructive dental work, for the Plaintiff, which invoice is due and payable, or which has been paid, the Defendant shall pay such invoice to the person who provided such counselling sessions, or who carried out the reconstructive dental work, or, if the invoice has been paid, upon proof of payment, to reimburse the person who paid the invoice.

11. If after 5 calendar years from the date of this Order, or such other time as the Court determines at that time, there is any amount remaining in the counselling fund which has not been spent, the amount then remaining shall be distributed by the Defendant to the beneficiaries under the Will of the deceased in the following proportions:

- | | | |
|-----|--------------|-----|
| (a) | Name Surname | XX% |
| (b) | Name Surname | XX% |
| (c) | Name Surname | XX% |
| (d) | Name Surname | XX% |

12. The Plaintiff's costs and disbursements of, and incidental to, the proceedings calculated on the ordinary basis shall be paid from the estate of the deceased.

13. The Defendant's costs and disbursements of, and incidental to, the proceedings, calculated on the indemnity basis shall be paid from the estate of the deceased.

14. Reserve further consideration for the purpose of making further, or other, orders or directions, to enable effect to be given to the orders made herein.

___/___/___

_____J