



**IN THE FAMILY COURT
OF WESTERN AUSTRALIA
AT PERTH**

File No: 2269/2023

BETWEEN:

Zeljko BLAZEVIC

Applicant

AND

Julie BLAZEVIC

Respondent

**BEFORE REGISTRAR MEYSNER
ON 31 MARCH 2023**

IT IS ORDERED IN CHAMBERS THAT:-

1. By consent, orders are hereby pronounced in terms of the Minute of Final Consent Orders referred to in the Amended Form 11 Application for Consent Orders, filed 27 March 2023, a sealed copy of which is attached.

By the Court
REGISTRAR MEYSNER



FAMILY LAW ACT 1975

IN THE FAMILY COURT
OF WESTERN AUSTRALIA
HELD AT PERTH

FILE NO OF 2023

IN THE MATTER OF:

Zeljko **BLAZEVIC**
(Applicant)

AND:


Julie **BLAZEVIC**
(Respondent)


MINUTE OF FINAL CONSENT ORDERS


Recitals

On the Form 11 Application for Consent Orders filed with this Minute, and on the following:

- the Applicant and Respondent will be referred to collectively in these Orders as **the parties**;
- the parties are the registered owner of the property situated at 13 Lawson Place, Lake Coogee, in the State of Western Australia, more particularly described as Lot 645 on Plan 15694 being the whole of the land in Certificate of Title Volume 1750 Folio 19 (**the Lake Coogee property**);
- the Lake Coogee property is security for 2 registered home loans with Commonwealth Bank, 1 being a fixed loan with the account number #784496090 for around \$93,000 and 1 being a variable loan with the account number #692134201


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for around \$218,000 which are both in the parties' joint names (together referred to as **the Lake Coogee mortgage**);

- in early February 2023 the parties listed the Lake Coogee property with ACTON Belle Real Estate (**the Lake Coogee Listing Agent**) for sale by way of "Closing Date Sale" with the Listing Agent estimating the property would sell for around \$850,000;
- in late February 2023 the parties accepted an offer on the Lake Coogee property for \$890,000 with settlement scheduled to occur on 21 April 2023;
- the parties are also the registered owner of an investment property situated at Unit 8, 21 Bent Street, Cannington, in the State of Western Australia, more particularly described as Lot 13 on Strata Plan 62345 being the whole of the land in Certificate of Title Volume 2805 Folio 825 (**the Cannington investment property**);
- the Cannington investment property is security for a registered home loan with Commonwealth Bank, being a loan with the account number #859542400 for around \$320,000 which is in the parties' joint names (**the Cannington investment mortgage**);
- the Cannington investment property is tenanted until 4 March 2023, thereafter the property will be placed on the market have been listed in early February 2023 with VIVID PROPERTY (**the Cannington Listing Agent**) for sale by way of "Offers over \$300,000" with the Listing Agent estimating the property will sell for around \$300,000;
- it is anticipated that there will be a shortfall on the Cannington investment property once the Cannington investment mortgage is paid and selling fees are met. It is estimated that this shortfall will be around \$30,000;
- the parties are both trustees of the JAZ SUPERANNUATION FUND with the ABN 73 938 856 320 and in that capacity they each acknowledge that they have been provided with procedural fairness;
- the member balances of each of the parties as at FY2022 is as follows:


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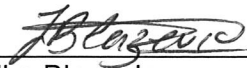


- a) the Applicant's balance is \$352,086; and
 - b) the Respondent's balance is \$55,159,
- it is the parties' intention that the superannuation splitting orders set out below will leave them with equal superannuation balances (minus accounting fees and taxation liabilities) which they will then rollover into superannuation funds of their choosing and wind up their self managed superannuation fund;
 - the parties have used their best endeavours to maintain an amicable relationship and prioritise the wellbeing of their daughter Ella, currently in Year 12. Both Ella and the parties' adult dependent son, Joel, currently in tertiary education live fulltime with the Applicant;
 - the parties have had their own property settlement discussions and reached division of their assets between themselves. The Applicant has engaged a solicitor for assistance in confirming the agreed property settlement and then the preparing of these consent documents with these documents reflecting the agreement reached by the parties together; and
 - within the meaning and intent of section 81 of the *Family Law Act 1975* and with the intention of finally determining the financial relationship between the parties, and avoiding proceedings between each of them, it has been agreed by the parties that the following Orders be made **BY CONSENT**:


Orders

Lake Coogee property

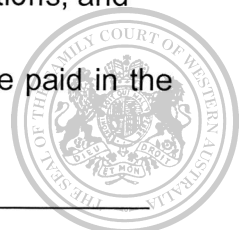
1. The Lake Coogee property remain listed for sale with the Lake Coogee Listing Agent as follows:
 - (a) in the event settlement does not proceed, the property remain listed in accordance with the Lake Coogee Listing Agent's recommendations; and
 - (b) on the sale of the Lake Coogee property, the sale proceeds be paid in the following manner and priority:



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- (i) first, to discharge the Lake Coogee mortgage;
 - (ii) second, to pay any outstanding fees associated with the sale, including, but not limited to commission, advertising fees, settlement costs; and
 - (iii) third, the balance to be paid into the parties' nominated settlement agent's account from which the settlement agent will distribute the funds between the parties as follows:
 1. 50% to the Applicant which will be deposited into his Commonwealth Bank Account with the BSB 066 121 and Account Number 00 623 818; and
 2. 50% to the Respondent which will be deposited into her BankWest Bank Account with the BSB 306 086 and Account Number 048 6298.
2. Until the Lake Coogee property has been sold, the Applicant will pay for, and indemnify the Respondent against all outgoings associated with the Lake Coogee property, including but not limited to rates, mortgages, insurances, utilities, and taxes.
 3. At or prior to settlement of the Lake Coogee property, the parties will meet at this residence for the purpose of identifying the items of furniture and contents that they each want to keep, with the intention that the contents of the martial home are shared equally between the parties.

Cannington investment property

4. The Cannington investment property remain listed for sale with the Cannington Listing Agent as follows:

(a) unless otherwise agreed between the parties, the accepted sale price for the Cannington investment property will be as recommended by the Cannington

Listing Agent;


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(b) in the event the Cannington investment property is not sold within 8 weeks from the date it is listed, the parties agree to adjust the listed price of the property and/or method of sale strictly in accordance with the Cannington Listing Agent's recommendation; and

(c) upon the sale of the Cannington investment property, the sale proceeds be paid in the following manner and priority:

(i) first, to discharge the Cannington investment property mortgage;

(ii) second, to pay any outstanding fees associated with the sale, including, but not limited to commission, advertising fees, settlement costs; and

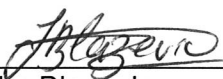
(iii) third, in the event there is shortfall between the above amounts and the sale proceeds, liability for the entirety of the shortfall be solely met by the Applicant;

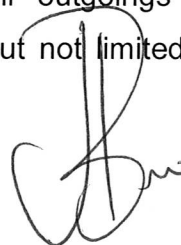
(iv) in the event there is a balance in funds after the items in (i) and (ii) above are paid, this is to be paid into the parties' nominated settlement agent's account from which the settlement agent will distribute the funds between the parties as follows:

1. 50% to the Applicant which will be deposited into his Commonwealth Bank Account with the BSB 066 121 and Account Number 00 623 818; and

2. 50% to the Respondent which will be deposited into her BankWest Bank Account with the BSB 306 086 and Account Number 048 6298

5. Until the Cannington investment property has been sold, the Applicant will pay for, and indemnify the Respondent against all outgoings associated with the Cannington investment property, including but not limited to rates, mortgages, insurances, utilities, and taxes.


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6. Within 28 days from the settlement of the sale of the Lake Coogee property or Cannington investment property, whichever is the latter, the parties will do all things necessary to close any bank accounts in the parties' joint names and equally distribute any funds remaining in those accounts.

Superannuation

7. The parties do all acts and things and sign all documents required to forthwith instruct Goodall & Co to prepare any up to date financial information as required for the Jaz Superannuation Fund, with a view to winding up the fund to comply with the following orders, including calculation (if applicable) of any tax liabilities owed.
8. Once the financial information for the Jaz Superannuation Fund is complete and in accordance with section 90YY of the *Family Law Act 1976* a base amount is allocated to the Respondent out of the Applicant's interest in the Jaz Superannuation Fund such that, once these orders have been effected, each party receives a sum equivalent to 50% of the Fund's value minus any accounting fees, selling costs and the payment of any applicable taxation liabilities.
9. That, in accordance with section 90YY of the *Family Law Act 1975*:
 - a) the Respondent is entitled to be paid, using the base amount allocated in the immediately preceding order, the amount calculated in accordance with Part 6 of the Family Law (Superannuation) Regulations 2001; and
 - b) the entitlement of the Applicant is correspondingly reduced by force of this Order.
10. That the trustee of the Jaz Superannuation Fund (**the Trustee**) will do all acts and things and sign all documents necessary to:
 - a) calculate, in accordance with requirements of the *Family Law Act 1975* the entitlement awarded to the Respondent in the immediately preceding clause of this Order; and
 - b) pay the entitlement whenever the Trustee makes a splittable payment from the Applicant's interest in the Jaz Superannuation Fund.

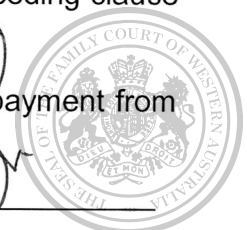

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11. Subject to order 8 being implemented, the parties do all acts and things and sign all documents including, but not limited to, the signing of the Trustee minutes, rollover requests and related documents that may be necessary to:

- a) rollover or transfer the Applicant's entitlement in the Jaz Superannuation Fund to another complying superannuation funds of the Applicant's choosing; and
- b) rollover or transfer the Respondent's entitlement in the Jaz Superannuation Fund to another complying superannuation funds of the Respondent's choosing.

12. Following the roll out of the parties' superannuation entitlements, the parties agree that they will appoint Goodall & Co or such other specialist advisor as appropriate to wind up the Jaz Superannuation Fund in accordance with the requirements of their trust deed and all applicable legislative requirements.

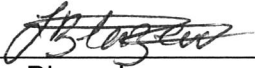
Other Property

13. Unless otherwise specified in these Orders, the Respondent's interest, if any, in the following vest in the Applicant absolutely:

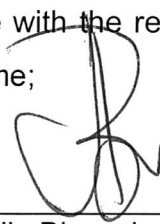
- (a) the HiLux 2013 motor vehicle with the registration number 1 FAT 366 registered in the Applicant's name;
- (b) jewellery, furniture, chattels and personal effects in the Applicant's power, possession or control at the date of these Orders, or as otherwise agreed; and
- (c) all money standing to the Applicant's sole credit in any financial institution.

14. Unless otherwise specified in these Orders, the Applicant's interest, if any, in the following vest in the Respondent absolutely:


- (a) the Honda Civic Sports 2018 motor vehicle with the registration number 1 FAT 371 registered in the Respondent's name;



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- (b) jewellery, furniture, chattels, designer handbag/clothing collection and personal effects in the Respondent's power, possession, or control at the date of these Orders, or as otherwise agreed; and
- (c) all money standing to the Respondent's sole credit in any financial institution.

15. Unless otherwise specified in these Orders, the parties be solely liable for, and indemnify the other against:

- (a) any credit card debts in their sole name;
- (b) any liability encumbering any item of property to which the party is entitled pursuant to these Orders;
- (c) any personal loan;
- (d) any tax liability owing to the Australian Taxation Office or authority in any other jurisdiction;
- (e) any liability owing to Centrelink; and
- (f) any other liability in their sole name.

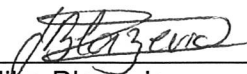
Additional orders

16. Each party:

- (a) must do all such things and sign all documents as are necessary to give effect to these Orders; and
- (b) has liberty to apply in relation to the implementation of these Orders.

17. The parties have liberty to provide a copy of these Orders to any bank, insurance broker, settlement agent, mortgage broker or other third party necessary to give effect to these Orders.

Date of document:


Zeljko Blazevic
Date: 21-03-2023



Julie Blazevic
Date:

21 March 2023



21.03.2023