

FAMILY LAW ACT 1975

**FAMILY COURT OF AUSTRALIA
AT BRISBANE**

File No. **BRC 5293/19**

BETWEEN

Applicant's Address:
5 Palatine Street
CALAMVALE QLD 4116

**DEBBIE MICHELLE BELL
(Applicant)**

AND

Respondent's address:
5 Palatine St
CALAMVALE QLD 4116

**DAVID ANDREW PETER BELL
(Respondent)**

PROPERTY ORDER

11 1 6 19

Prepared by the Applicant

FAMILY LAW ACT 1975

FAMILY COURT OF AUSTRALIA
AT BRISBANE

File No. BRC5293/19

BETWEEN:

DEBBIE MICHELLE BELL
(Applicant)

AND

DAVID ANDREW PETER BELL
(Respondent)

BEFORE A REGISTRAR


THE 11th DAY OF June 20 19

UPON APPLICATION TO THE COURT IT IS ORDERED:

BY CONSENT and pursuant to Part 10.4 of the Family Law Rules 2004, orders, declarations and notations are made in terms of the Consent Orders attached.

BY THE COURT
REGISTRAR




Signed by the Applicant

Dated 6.6.19


Signed by the Respondent

Dated 6.6.19

FAMILY LAW ACT 1975

**FAMILY COURT OF AUSTRALIA
AT BRISBANE**

File No.

BETWEEN:

**DEBBIE MICHELLE BELL
(Applicant)**

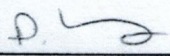
AND


**DAVID ANDREW PETER BELL
(Respondent)**

CONSENT ORDERS

UPON NOTING

- A. The parties have read, understood and agreed upon the details and information set out in respect of each of them and particularised in the Application for Consent Orders lodged with these proposed Orders.
- B. In conducting their negotiations and consenting to the Orders proposed herein, the Applicant and Respondent each acknowledge and agree that they:-
- (i) are aware of their rights to obtain independent legal advice on their relevant rights under the Family Law Act 1975 (Cth) as amended ("the Family Law Act") and the effect and consequences of orders being made in the terms proposed;
 - (ii) are aware of their rights to obtain independent evidence as to the current value of the assets to be divided between them and in accordance with the terms of the Orders proposed herein;


Signed by the Applicant


Signed by the Respondent

Dated.....6.1.6.19.....

Dated.....6.1.6.19.....



at 5 Palatine Street, Calamvale QLD 4116 being the whole of the land comprised and described in Certificate of Title reference number 18688133 ("the Calamvale Property") and thereafter ownership of the same at law and in equity shall vest in the Applicant free from further claim by the Respondent.

- 1.2. as soon as reasonably possible, the Applicant shall secure the Respondent's unconditional release and discharge from all liability with respect to the RAMS (Westpac) mortgage secured against the Calamvale Property. From the date of these orders the Applicant will assume full liability for the Commonwealth Bank mortgage and indemnify the Respondent in respect of same. The Respondent will close his on-line access to the mortgage and will not access or have any ownership in any funds available in the off-set account of the mortgage.
- 1.3. from the date of these orders, the Applicant to be responsible for all utilities, rates and taxes for the Calamvale Property.
- 1.4. the Respondent shall transfer to the Applicant all right, title and interest as the case may be in and to all insurance policies in respect of the Calamvale property.

Sale of real property - Runcorn Property

2. That both parties do all such acts and things and sign all such documents necessary so as to effect the sale by private treaty of the property situate at 96 Penarth Street, Runcorn QLD 4113 being the whole of the land comprised and described in Certificate of Title reference number 12812141 ("the Runcorn Property") for the best price reasonably obtainable in the following manner: -

D. L.
Signed by the Applicant

DS
Signed by the Respondent

Dated.....6.1.6.19.....

Dated.....6.1.6.19.....



- 2.1. List the Runcorn Property for sale by private treaty with Runcorn Realty ("The Agent"). The costs of and incidental to such appointment to be borne by the Applicant as and when they fall due;
- 2.2. The sale price at which the Runcorn Property be listed to be determined by the Applicant;
- 2.3. In the event the Runcorn Property is not sold by private treaty within 3 months the parties shall consult upon and follow all reasonable directions of the Agent with respect to further efforts to market and effect the sale of the Runcorn Property including any direction to list for sale by public auction.
- 2.4. On settlement of the sale of the Runcorn Property the proceeds of sale shall be applied in the following manner: -
 - 2.4.1. in adjustment of rates and taxes;
 - 2.4.2. in payment of all costs and expenses of sale including legal and conveyancing costs and disbursements, property agents fees and commissions;
 - 2.4.3. in payment of any monies required to secure discharge of any encumbrance registered against the title to the said property; and
 - 2.4.4. the balance then remaining be divided:
100% to the Applicant; and 0% to the Respondent.
 - 2.4.5. the Applicant to be responsible for any capital gain tax arising from the sale.

Sale of real property – Lot 3 Clayfield Property

3. That both parties do all such acts and things and sign all such documents necessary so as to effect the sale by private treaty of the property situate at Lot 3 (Units 6 and

D.L.
Signed by the Applicant

DS
Signed by the Respondent

Dated 6.6.19

Dated 6.6.19

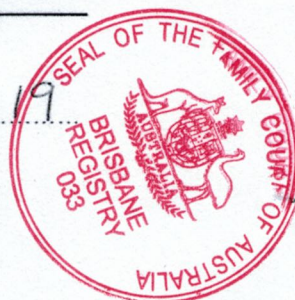


7), 592 Sandgate Rd, Clayfield QLD 4011 being the whole of the land comprised and described in Certificate of Title reference number 50426309 ("the Lot 3 Clayfield Property") for the best price reasonably obtainable in the following manner:

- 3.1. List the Lot 3 Clayfield Property for sale by private treaty with Ray White West End. The costs of and incidental to such appointment to be borne by the Applicant as and when they fall due;
- 3.2. The sale price at which the Lot 3 Clayfield Property be listed to be determined by the Applicant;
- 3.3. In the event the Lot 3 Clayfield Property is not sold by private treaty within 2 months the parties shall consult upon and follow all reasonable directions of the Agent with respect to further efforts to market and effect the sale of the Clayfield Property including any direction to list for sale by public auction.
- 3.4. On settlement of the sale of the Lot 3 Clayfield Property the proceeds of sale shall be applied in the following manner: -
 - 3.4.1. in adjustment of rates and taxes;
 - 3.4.2. in payment of all costs and expenses of sale including legal and conveyancing costs and disbursements, property agents fees and commissions;
 - 3.4.3. in payment of any monies required to secure discharge of any encumbrance registered against the title to the said property; and
 - 3.4.4. the balance then remaining be divided:
100% to the Applicant; and 0% to the Respondent.
 - 3.4.5. Any capital gains tax rising from the sale to be paid by the respondent.


Signed by the Applicant

Dated 6.1.6.19




Signed by the Respondent

Dated 6.1.6.19

- 3.5. In the event the Lot 3 Clayfield Property is not sold by private treaty within 3 months of the date of these orders, the Respondent shall do all such acts and things and sign all such documents as may be required to transfer to the Applicant at the expense of the Applicant in all things all of the Respondent's estate and interest in the Lot 3 Clayfield Property and thereafter ownership of the same at law and in equity shall vest in the Applicant free from further claim by the Respondent.
- 3.6. From the date of these orders, the Applicant will be responsible for all utilities, rates and taxes and the mortgage with ANZ over the Lot 3 Clayfield Property. The Respondent will do all things necessary to arrange with the letting agent, Position Property, to have the rent paid directly to a bank account of the Applicant.

Sale of real property – Lot 5 Clayfield Property

4. That the Respondent continue to hold the property situate at Lot 5 (Units 10 and 11, 592 Sandgate Road, Clayfield QLD4011) being the whole of the land comprised and described in Certificate of Title reference number 50426311 ("the Lot 5 Clayfield Property") and continue to market the Lot 5 Clayfield Property for sale or remove the property from sale at the discretion of the Applicant and the Respondent shall have no further liability arising from or claim or interest in the Lot 5 Clayfield Property.
5. Any capital gains tax rising from the eventual sale of the Lot 5 Clayfield Property to be paid by the Applicant.

Real Property – Mount Tamborine Property

6. That the Respondent continue to hold as Trustee for the Tambourine Mountain Seaview Treehouses Bell Family Discretionary Trust for his own benefit the property

DL2
Signed by the Applicant

DS
Signed by the Respondent

Dated 6.6.19

Dated 6.6.19



situate at 65 Guanaba Road, Mount Tamborine QLD 4272 being the whole of the land comprised and described in Certificate of Title reference number 16605109 ("the Mount Tamborine Property") and continue to market the Mount Tamborine Property for sale or remove the property from sale at the discretion of the Respondent and the Applicant shall have no further liability arising from or claim or interest in the Mount Tamborine Property. The Respondent will remain solely responsible for the mortgage, utilities, rates and taxes for the Mount Tambourine Property and no further distributions will be made to the Applicant from the trust associated with the Mount Tamborine Property and no allocation of capital gain will be attributed to the Applicant on the eventual sale of the property.

Debt to Jenny Bell

- 7. That, from the date of these orders, the Respondent be solely responsible for repayment of the personal debt of \$170,000 owing to the mother of the Respondent, Jenny Bell.

Joint Share Holdings

- 8. That within thirty (30) days of the date of these Orders, the parties shall do all such acts and things and sign all such documents as may be required to transfer to the Respondent at the expense of the Respondent in all things all of the Applicant's interest and title in any shares held in the joint names of the Applicant and Respondent.

Trust Share Holdings

- 9. That within thirty (30) days of the date of these Orders:

D.L.
Signed by the Applicant

Dated 6.6.19



DB
Signed by the Respondent

Dated 6.6.19

- 9.1. the parties shall do all such acts and things and sign all such documents as may be required to remove the Applicant as trustee from the D and D Bell Shares Discretionary Trust ("Shares Trust").
- 9.2. that, after this order takes effect, the Applicant will have no further interest or claim in or over the Shares Trust and the Respondent agrees to indemnify the Applicant against any and all liability to the Applicant (past or future) in relation to the Shares Trust. The Respondent will do all that is necessary to complete the outstanding tax returns for the Shares Trust and will be responsible for these costs and any tax or penalties owing (including any assessed or imposed against the Applicant).

Respondent Shares

- 10. That the Applicant and Respondent agree the Respondent will continue to hold share holdings in the personal name of the Respondent and the Applicant will have no further interest in these shares.

David Bell Electrical Business

- 11. That the Applicant and Respondent agree the Respondent will continue to have beneficial ownership of and operate the business David Bell Electrical and will retain beneficial ownership in all vehicles and equipment utilised by this business. If required, the Applicant will sign all documents to perfect the ownership of the Respondent. The Respondent agrees to indemnify the Applicant against any and all liability to the Applicant (past or future) in relation to the David Bell Electrical business, Azkaban Pty Ltd and the Electrical Services Discretionary Trust.

Vehicles

D.L.
Signed by the Applicant

DB
Signed by the Respondent

Dated 6.6.19

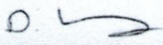
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12. That the Applicant will within thirty (30) days of the date of these Orders, transfer ownership in the vehicle owned by the Applicant being a 1999 Honda CRV with Rego 179FBQ, at the cost of the Applicant. The Applicant will continue to own the vehicle being a 2005 Honda MDX with rego 296KCJ.

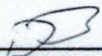
Superannuation splitting

13. That the Court allocates 100% of the Applicant's interest in the D&D Super Fund superannuation fund to the Respondent (the Applicant's account balance is estimated at \$34,922 as at 6 June 2019).
14. That, in accordance with Section 90XT of the *Family Law Act 1975*:
- 14.1. the entitlement of the Respondent in the total D&D Super Fund superannuation fund (or the entitlement of such other person who becomes entitled to receive a payment out of the Respondents' superannuation interest) is correspondingly increased to 100% by force of this Order; and
- 14.2. the entitlement of the Applicant in the D&D Super Fund superannuation fund (or the entitlement of such other person who becomes entitled to receive a payment out of the Applicants' superannuation interest) is correspondingly reduced to 0% by force of this Order.
15. That, within 30 days of the date of service of a certified copy of this sealed order, the trustees of the D&D Super Fund superannuation fund, being the Applicant and the Respondent ("the Trustee") shall do all such acts and things and sign all such documents as may be necessary to:
- 15.1. bring into existence a new company (with the Respondent to be the sole director and sole shareholder) to be appointed as the new trustee;


Signed by the Applicant

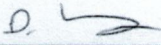
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Signed by the Respondent

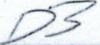
Dated 6.6.19

- 15.2. remove the Applicant and Respondent as trustees of the D&D Super Fund and appoint in their place the new trustee company;
- 15.3. allocate 100% of the interest of the Applicant in the D&D Super Fund to the Respondent; and
- 15.4. All costs involved in setting up the new trustee company, removing the current trustees and appointing the new trustee company to be borne by the Respondent.
16. That this order has effect from the date which is four (4) business days after the service of a certified copy of this sealed order on the Trustee.
17. That, after this order takes effect, the Applicant will have no further interest or claim in or over the D&D Super Fund and the Respondent agrees to indemnify the Applicant against any and all liability to the Applicant (past or future) in relation to the D&D Super Fund. The Respondent will do all that is necessary to complete the tax return and audit for the D&D Super Fund for the 2018/2019 (and subsequent) financial year and will be responsible for these costs and any tax owing. If there is a tax refund for the 2018/2019 financial year, the Respondent will be entitled to have the refund allocated to himself.
18. That the Court notes the value of the D&D Super Fund is calculated in accordance with the SIS Regulations.
19. That the Court notes the Applicant has opened a Hostplus superannuation fund (account balance \$0 as at 23/4/19) and all superannuation payments for the Applicant will be paid into that account from the date of this application.
20. That the Trustee has liberty to apply in relation to implementation of orders affecting the Fund.


Signed by the Applicant

Dated 6.6.19




Signed by the Respondent

Dated 6.6.19

Property of the parties

- 21. Except as provided in these orders, all other property in the possession of the Applicant including but not limited to the Applicant's savings, superannuation entitlements, long service leave entitlements, life insurances, motor vehicles and any furniture, furnishings and effects in the possession of the Applicant, including any such future property received or acquired by the Applicant, shall vest absolutely in the Applicant free of all further claim or demand or right or entitlement of the Respondent.
- 22. Except as provided in these orders, all other property in the possession of the Respondent including but not limited to the Respondent's savings, superannuation entitlements, long service leave entitlements, life insurances, motor vehicles and any furniture, furnishings and effects in the possession of the Respondent, including any such future property received or acquired by the Respondent, shall vest absolutely in the Respondent free of all further claim or demand or right or entitlement of the Applicant.
- 23. Any joint bank accounts will be closed.

Responsibility for debts

- 24. Except as provided herein, the Applicant shall be responsible for the discharge in due course of all other debts in the Applicant's name and shall indemnify and keep the Respondent indemnified in respect of any liability therefore.
- 25. Except as provided herein, the Respondent shall be responsible for the discharge in due course of all other debts in the Respondent's name and shall indemnify and keep the Applicant indemnified in respect of any liability therefore.

Procedural

D L
Signed by the Applicant

Dated... 6 / 6 / 19



[Signature]
Signed by the Respondent

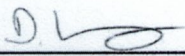
Dated... 6 / 6 / 19

26. That each party do all such acts and things and sign all such documents as may be necessary to give effect to these Orders.
27. That if either party shall refuse or neglect to sign any document or do any such thing as may be reasonably required to give effect to these Orders within fourteen (14) days of the service of the demand upon him or her to execute such document or to do such thing, the Registrar or Deputy Registrar of the Court is empowered to sign such document and to direct such things to be done in the name of the party in default.
28. That each party shall pay their own costs of and incidental to these proceedings but the transferrer in each case shall pay the cost and disbursements of and incidental to any transfer to give effect to the terms of this Order.
29. Liberty to apply as to consequential orders.

BY THE COURT


REGISTRAR

WE HEREBY CONSENT to the making of Orders in terms of the Minutes of Order above pursuant to part 10.4 of the *Family Law Rules 2004*.


Signed by the Applicant

Dated.....6.6.19.....




Signed by the Respondent

Dated.....6.6.19.....

CERTIFICATION OF CONSENT ORDERS

We certify this to be a true and correct copy of the Consent Orders dated

the _____ day of _____ 20_____

and signed by the parties herein.



Signed by the Applicant

Dated.....6, 6, 19.....



Signed by the Respondent

Dated.....6, 6, 19.....



Signed by the Applicant

Dated.....6, 6, 19.....



Signed by the Respondent

Dated.....6, 6, 19.....