

TENANCY AGREEMENT – RESIDENTIAL PREMISES

AGREEMENT made this 25 day of 04 2019

BETWEEN Deborah and Kenneth James Kernich ATF Overdhu Investments Superannuation Fund

Whose office is at 2 Lakeside Drive, Alawa in the Northern Territory of Australia (hereinafter called the "Landlord") the registered proprietor of the property at 3/69 Sabine Road, Millner hereinafter called "The Property") of the one part

AND RAKASH SHRESTHA \* SONITA SHRESTHA

(hereinafter called "the Tenant") of the other part

WHEREBY the Landlord agrees to let/sublet the premises

Being unit no 3/69 Sabine Road, Millner

(hereinafter called ("the Premises") to the Tenant and in the case of divided premises together with the use of the grounds leading to the premises in common with the Landlord and the other Tenants and occupiers of the property and all other authorised persons

FOR THE TERM OF 12 Months COMMENCING ON

THE 29 day of 04 2019

BASED ON A WEEKLY RENTAL OF \$300.00 x 52 weeks = \$ 15,600.00

TO BE PAID FORTNIGHTLY IN ADVANCE by electronic transfer to

Overdhu Investments Superannuation Fund  
Bendigo Bank Nightcliff Branch  
BSB 633108 633000  
Account Number 22699938/V501 135990364

during the term of this tenancy or any extension.

1. THE TENANT HEREBY CONVENANTS AND AGREES WITH THE LANDLORD AS FOLLOWS:
  - (a) to pay the rent hereby agreed upon duly and punctually without any deduction whatsoever in the manner set out or in such other manner as the Landlord, his agent or solicitor may direct in writing.
  - (b) to pay promptly all electricity, telephone and television charges in respect of the premises.
  - (c) (i) Not to use the drains, toilets or other apparatus for any purpose other than for which they were constructed and not to deposit rubbish or other unsuitable matter therein. The tenant agrees to pay the cost of repairs of any damage resulting from such misuse.  
(ii) To pay the cost of replacement of any broken or cracked glass caused by the wilful neglect or negligent conduct of the Tenant or other persons in the premises with his consent.  
(iii) To pay the cost of repair where any nails, screws or similar are driven into the walls, floors or timbers of the premises.

28/01/19

- (iv) Not to tamper with or change any locks or have keys cut without the consent of the Landlord. Any replacement of keys or changes to locks resulting from the loss of keys by the Tenant will be paid for by the Tenant.
  - (v) Not to make or permit to be made any alterations or additions to the premises without written consent of the Landlord which may be given or refused in the Landlord's absolute discretion and upon such terms as the Landlord thinks fit.
  - (vi) To repair within a reasonable time any damage to the premises caused by wilful or negligent conduct of the Tenant or persons coming into or upon the premises with his consent.
  - (vii) To maintain and replace electric light globes and tubes.
- (d) To use the premises solely for private residential purposes and not for any other purpose without the written consent of the Landlord.
  - (e) Not to create or suffer to be done anything that might render void or voidable or otherwise prejudice any insurance on the property or any part thereof or whereby any premiums in respect thereof might be increased.
  - (f) To indemnify the Landlord from any injury loss or damage which may be caused to the premises or to the Tenant the members of his family or household or his guests and invitees or to his property resulting from any act or negligent use or misuse of the property or the fittings therein by the Tenant or other persons on the property with his consent.
  - (g) To take all practicable measures to prevent any infestation of the premises by vermin and insects.
  - (h) To place all rubbish refuse and other like materials in the garbage bin provided for that purpose.
  - (i) Not to cause or suffer the premises or any part thereof to be or to become or continue to be or remain in any unsanitary condition within the meaning of the Health Act or Acts for the time being in force in the Northern Territory or of any by-laws rules or regulations made under or in pursuance thereof or purporting so to be.
  - (j) Not to do or permit to be done in or upon the property any of the following acts or things without the written consent of the Landlord.
    - (i) Erect or affix any television antenna
    - (ii) Display any placard advertisement sign letters or design in or upon the exterior of the premises or any windows thereof.
    - (iii) Keep any animals or birds without the Landlords permission.
    - (iv) Hang or place clothes or other articles on the outside of the premises or elsewhere on the property save in the areas or places expressly provided.
    - (v) Interfere with any plant or equipment belonging to the Landlord on the property.
    - (vi) Park any vehicle upon the property other than on the space allotted or place any obstruction of any description in the yard space of the property.
  - (k) Not to assign transfer underlet or part with the possession or physical occupation of the premises or any part thereof without the written consent of the Landlord
  - (l) Not to use the premises or any part of the property or permit the same to be used for any illegal or immoral purpose.
  - (m) To conduct him/herself and to ensure that other persons in the premises with his consent conduct themselves in a manner that will not cause disturbance or be a nuisance or an annoyance to adjoining or neighbouring occupiers.
  - (n) Not to damage or remove shrubs or cause any damage to the garden or lawns and in the case of the premises being a separate residence to keep the gardens and grounds belonging to or surrounding the premises in good order and condition

including regular watering thereof during the tenancy and so to leave at the end of the tenancy as at the commencement of the tenancy.

- (o) To keep at all times during the term of this tenancy or any extension thereof and at the end or sooner determination of the tenancy deliver up the premises and chattels as listed on the first schedule attached hereto in the same condition (fair wear and tear excepted) as at the commencement of the tenancy.
- (p) To notify the Landlord of any accident damage or defect to the premises as soon as practicable after the occurrence thereof.
- (q) To allow the Landlord or his agent at all reasonable times after notifying the tenant:
  - (i) To enter the premises to inspect the same and to view the state of repair thereof.
  - (ii) To enter with a prospective tenant or purchaser and show him the premises.
  - (iii) To enter himself, his agent or workmen and repair the premises.
  - (iv) To enter himself, his agent or workmen and carry out requirements of any public authority with respect thereto PROVIDED THAT the Landlord or his agent may enter the premises at any time if the Landlord believes on reasonable grounds that the well being of the Tenant requires it or that the entry is to protect the premises from imminent or further damage.
- (r) That upon the termination of the tenancy or any extension the Tenant will quietly yield up to the Landlord possession of the premises by securely locking up the premises and returning all keys thereto to the Landlord.

(2) THE LANDLORD HEREBY COVENANTS AND AGREES WITH THE TENANT AS FOLLOWS

- (a) To pay all rates and taxes and assessments in respect of the premises save and except any for which the Tenant may be liable under Clause 1(b) hereof.
- (b) That the tenant paying the rent hereby reserved and performing and observing the covenants and agreements herein contained shall peaceably hold and enjoy the premises without any interruption by the Landlord or any person claiming through or under him.
- (c) To provide and maintain the premises in good and tenantable repair and fit for human habitation subject to the obligations of the Tenant herein.
- (d) To comply with all lawful requirements in regard to health and safety standards with respect to the premises.
- (e) To keep the common area (if any) in a clean and safe condition

(3) IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS

- (a) That in the event of the Tenant continuing in occupation of the premises with the consent of the Landlord after the expiration of the term hereby created:
  - (i) the parties are deemed to have entered into a periodical tenancy in accordance with Part VIII Section 61 of the Tenancy Act on the same terms and conditions (other than that clause relating to the term of the tenancy and the weekly rental) as appear herein
  - (ii) Should the tenant wish to vacate the premises at any time on or after the expiration of the term hereby granted, the tenant shall first give to the Landlord or the Landlord's agent not less than two (2) weeks notice in writing of his/her intention to do so
- (b) That where two or more persons are parties hereto either as Landlords or as Tenants the covenants and agreements on their parts respectively to be performed or observed herein contained shall be binding upon such two or more persons jointly and upon each of them severally.

Bikash Bikash @ yahoo.com

- (c) If the premises are destroyed or damaged from any cause other than the act or default of the Tenant his servant or agent or any other person in the premises with his consent so as to render the premises or a substantial part thereof unfit for occupation as such, the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained (to be ascertained in case the parties differ by reference to a single arbitrator to be appointed pursuant to the provisions of the Arbitration Act) shall be suspended and cease to be payable until the said premises shall have been again fit for habitation and use or, by mutual agreement, this tenancy may be terminated.
- (d) That the Landlord has the right to make such rules and regulations as in his judgement may from time to time be needful for the safety care and cleanliness of the property and for the preservation of good order therein but such rules and regulations shall not bind the Tenant until make known to him in writing.

SIGNED for and on behalf of Overdhu Investments Superannuation Fund

1) (name) DEBORAH KERNICH

[Signature]

SIGNED by the tenant

1) (name) BIKASH SHRESTHA

[Signature]

In the presence of [Signature]

DATED: 25/04/2019

This Lease was extended to 29/04/2021

Signed by the tenant Bikash Shrestha [Signature]

Signed for and on behalf of Overdhu Investments Superannuation Fund Deborah Kernich [Signature]

DATED 26/4/2020

23-Apr K K Electrical	800.00	800.00	
26-Apr K K Electrical	800.00	800.00	
2-May Bikash	1800	1800.00	} 1200 - Bond 600 - Rent.
- still the tenant in Sabine Road Property	41.9	41.90	
1-May Interest			
3-May K K Electrical	800.00	800.00	
10-May K K Electrical	800.00	800.00	
14-May Bikash	600.00	600.00	
16-May ATO Refund	1244.89	1244.89	
17-May K K Electrical	800.00	800.00	
24-May K K Electrical	800.00	800.00	
28-May Bikash	600.00	600.00	
31-May K K Electrical	800.00	800.00	
1-Jun Interest	22.84	22.84	
7-Jun K K Electrical	800.00	800.00	
10-Jun Bikash	600.00	600.00	
14-Jun K K Electrical	800.00	800.00	
21-Jun K K Electrical	800.00	800.00	
25-Jun Bikash	600.00	600.00	
28-Jun K K Electrical	800.00	800.00	

75730.06

Balance Forward	90334.36
Deposits	75,730.06
Withdrawals	116,302.71
Current Balance	49,761.71
Total unbanked Cheques	0.00
Adjusted Balance	49761.71

Statement Closing Balance	49761.71
Outstanding cheques	

28/06/19

Total Outstanding Cheques	0.00
Reconciled Balance	49761.71

0.00

Term Deposit At 8/8/2019 1022467.02

Total Cash 1072228.73