

Patel-Singh Separation Agreement

SEPARATION AGREEMENT

THIS AGREEMENT made as of the 10th day of March, 2024

BETWEEN:

RAJESH PATEL ("Rajesh")

AND:

PRIYA SINGH ("Priya")

(collectively, the "Parties")

RECITALS

A. The Parties were married on August 22, 2015 in Surrey, British Columbia.

B. There are two children of the marriage:

- Anika Patel, born December 5, 2017

- Dev Patel, born July 19, 2020

C. The Parties separated on January 15, 2024 and have been living separate and apart since that date.

D. The Parties wish to settle all matters arising from their separation, including parenting arrangements, support, and property division.

E. Both Parties have received independent legal advice and have made full financial disclosure.

NOW THEREFORE the Parties agree as follows:

ARTICLE 1 - PARENTING ARRANGEMENTS

1.1 Guardianship. Both Parties shall continue as joint guardians of the Children with all parental responsibilities under section 41 of the Family Law Act.

1.2 Primary Residence. The Children's primary residence shall be with Priya.

1.3 Parenting Schedule. Rajesh shall have parenting time as follows:

(a) Week 1: Wednesday after school to Thursday morning drop-off, and Friday after school to Monday morning drop-off;

(b) Week 2: Wednesday after school to Thursday morning drop-off;

(c) This schedule results in approximately 40% parenting time for Rajesh.

1.4 Holiday Schedule.

- (a) Winter Break: Alternating years, with Rajesh having the first half in even years;
- (b) Spring Break: Alternating years, with Priya having the first week in even years;
- (c) Summer: Each parent shall have two non-consecutive weeks of vacation time;
- (d) Diwali: The Children shall spend Diwali with Rajesh each year;
- (e) Mother's Day/Father's Day: With the respective parent.

1.5 Relocation. Neither Party shall relocate the Children more than 75 kilometers from their current school without 60 days written notice and the other Party's consent or court order.

1.6 Communication. The Parties shall use the OurFamilyWizard application for all parenting communications.

ARTICLE 2 - CHILD SUPPORT

2.1 Guideline Income. For purposes of this Agreement:

- (a) Rajesh's annual income is \$165,000;
- (b) Priya's annual income is \$78,000.

2.2 Child Support. Based on shared parenting time exceeding 40%, child support shall be calculated under section 9 of the Federal Child Support Guidelines. The set-off amount payable by Rajesh to Priya is \$847 per month.

2.3 Section 7 Expenses. The Parties shall share special or extraordinary expenses in proportion to their incomes (Rajesh 68%, Priya 32%), including:

- (a) Daycare for Dev: currently \$1,450/month;
- (b) Extracurricular activities agreed to by both Parties;
- (c) Tutoring if required;
- (d) Medical/dental expenses not covered by insurance.

2.4 Annual Review. The Parties shall exchange income tax returns and notices of assessment by June 1 each year and adjust child support accordingly.

ARTICLE 3 - SPOUSAL SUPPORT

3.1 Waiver. Priya waives any claim to spousal support, acknowledging that:

- (a) She is self-sufficient with stable employment;
- (b) She has received independent legal advice regarding this waiver;
- (c) This waiver is final and not subject to variation.

3.2 Rajesh waives any claim to spousal support from Priya.

ARTICLE 4 - PROPERTY DIVISION

4.1 Family Home. The family home at 14523 76th Avenue, Surrey, BC shall be sold. The net sale proceeds (after payment of the mortgage of \$520,000, real estate commission, legal fees, and

adjustments) shall be divided equally.

4.2 Interim Arrangements. Priya shall have exclusive possession of the family home until sale. Rajesh shall continue to pay his share of the mortgage (50%) during this period.

4.3 RRSPs.

(a) Rajesh holds RRSPs valued at \$134,000;

(b) Priya holds RRSPs valued at \$42,000;

(c) Rajesh shall transfer \$46,000 from his RRSP to Priya's RRSP within 60 days of this Agreement, pursuant to a court order under section 146(16) of the Income Tax Act.

4.4 Pensions. Rajesh's defined benefit pension with BC Hydro shall be divided as follows:

(a) Priya is entitled to 50% of the pension benefits accrued during the marriage (August 22, 2015 to January 15, 2024);

(b) Division shall be effected by a separate pension division order under the Pension Benefits Standards Act.

4.5 Vehicles.

(a) Rajesh shall retain the 2021 Tesla Model Y, free of any claim by Priya;

(b) Priya shall retain the 2019 Honda CR-V, free of any claim by Rajesh.

4.6 Bank Accounts and Investments. Each Party shall retain the accounts currently in their sole name.

4.7 Debts. Each Party shall be responsible for debts in their sole name. Joint debts shall be paid from the sale proceeds of the family home.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Full Disclosure. Each Party confirms they have provided complete and accurate financial disclosure.

5.2 Independent Legal Advice. Each Party confirms they have received independent legal advice.

5.3 Governing Law. This Agreement is governed by the laws of British Columbia and Canada.

5.4 Severability. If any provision is found invalid, the remaining provisions shall continue in effect.

5.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement.

SIGNED by RAJESH PATEL)

) RAJESH PATEL

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) Date: March 10, 2024

SIGNED by PRIYA SINGH)

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) PRIYA SINGH

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) Date: March 10, 2024