

## **Confidentiality Clause**

The Parties agree that the terms and provisions of this Settlement Agreement shall be kept confidential and shall be disclosed only to those persons and entities as required by law or as permitted by the other party hereto. The parties may, however, disclose the existence of this Settlement Agreement to any person or entity.

Each Party agrees that the terms and conditions, but not the existence, of this Settlement Agreement will be treated as the other Party's Confidential Information and that no reference to the terms and conditions of this Agreement or to activities pertaining thereto may be made in any form of press release or public statement without first consulting with the other Party; provided however, that each Party may disclose the terms and conditions of this Agreement:

- (i) as may be required by law;
- (ii) to legal counsel of the Parties;
- (iii) in confidence, to accountants, banks, and financing sources and their advisors;
- (iv) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement or for any other use or purpose after taking consent of the other Party to the Agreement.

## **Divorce Settlement Agreement**

This SETTLEMENT AGREEMENT is made and executed at **Jaipur** on this this **28 of September, 2023**, by and between:

**Aditya Kumar Sisodiya**, D/o **Karan**, aged **28** years, R/o **Jaipur**, (Hereinafter referred to as the 'FIRST PARTY', which expression shall, unless repugnant to the context or meaning thereof, include his representatives, successors, liquidators and permitted assigns) of the First Part.

**AND**

**Abhi**, S/o {**Husband's father name**}, aged **32** years, R/o **Jaipur** (Hereinafter referred to as the 'SECOND PARTY', which expression shall, unless repugnant to the context or meaning thereof, include his representatives, successors, liquidators and permitted assigns) of the Other Part.

The First Party and Second Party shall individually be referred to as "Party" and collectively as "Parties".

### **WHEREAS:**

A. The marriage of the Parties was solemnized in accordance with Hindu Rights and Ceremonies on **05-09-2019** at **Mumbai**. After the marriage, the Parties resided together at **Jaipur** and have **1** children born out of the said relationship/ wedlock.

B. Owing to certain differences and incompatibility between the Parties, the marital relationship between the Parties deteriorated which led to the Parties' separation on **24-08-2021**. Post their separation, the Parties attempted to resolve their issues and reconcile, however, the same was not successful and the Parties have been staying apart since **24-08-2021**. The children of the Parties have been staying with the **Self** Party since the date of separation i.e., **24-08-2021**.

C. The differences between the Parties have rendered normal married life between the Parties impractical and impossible thereby resulting in an irretrievable breakdown of their marriage.

D. Comprehensive mediation sessions were held with the Parties separately and jointly along with their counsels on 28/09/2023. Both the parties voluntarily, on their own free will and volition and without any force and coercion have amicably resolved to settle all their disputes and differences, in the presence of a mediator and their respective counsels.

**NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. The Parties hereto confirm and declare that they have, voluntarily and out of their own free will and volition have decided not to live together as husband and wife.

2. The Parties hereby settle all their disputes & claims with/against each other and their respective families/ relatives, touching their matrimonial life for all times to come, amicably for a full & final amount of **Rs. 36500** to be paid by the **Test2** Party to the **Test1** Party in the manner appearing hereunder, towards:

i. All claims of **Test1** Party, including Istridhan, jewellery, permanent alimony, maintenance (past, present and future) or any other claim of the like nature for herself; and

ii. All claims of the children namely Aniket, including maintenance, education expenses and their marriage expenses in the future.

iii. It is agreed that the **Test2** Party will return the belongings of the **Test1** Party, on the day of recording of statement before the Family Court at the time of hearing of the Petition under Section 13 (B)(i), H.M.A. filed by the Parties. The responsibility of collection of the said belongings will be that of the **Test1** Party.

3. The Parties have mutually agreed that since there seems no possibility of them living again as husband and wife in the future and it will be in the complete interest of the parties to dissolve their relationship/marriage at the earliest to bring peace and harmony in their life, they have agreed to part ways by divorce through mutual consent and undertake that they will not revoke their consent for obtaining the divorce by mutual consent at any point of time and the said content shall remain operative till the decree of divorce is passed by the Family Court and both the Parties have surrendered their legal right to withdraw the consent for obtaining the divorce by mutual consent.

4. The Parties agree that they shall seek dissolution of their marriage by way of a decree of divorce by Mutual Consent. The Parties have signed the present Settlement Agreement and will file petitions under Section 13 B (1) of the Hindu Marriage Act, 1955 (First Motion) within 15 days of signing of the present Settlement Agreement and shall further file the requisite petition under Section 13 B (2) of the Hindu Marriage Act, 1955 (Second Motion) within 15 days of recording of the statement of the first motion along with an application for waiver of statutory period of 6 months and for this purpose the Parties shall co-operate with each other in signing requisite documents and to present themselves before the concerned court/competent authority as and when required.

5. The **Test2** Party hereby undertakes to pay the above stated full and final settlement amount of **Rs. 36500** to the **Test1** Party in the following manner:

i. **Rs. 12167** at the time of giving of consent and recording of statement before the Family Court at the time of hearing of the Petition under Section 13 (B)(i), H.M.A. filed by the Parties;

ii. **Rs. 12167** at the time of giving of consent and recording of statement before the Family Court at the time of hearing of the Petition under Section 13(B)(ii), H.M.A. filed by the Parties;

iii. **Rs. 12167** shall be paid by the Test2 Party to the **Test1** Party on or before {1} years from the date of the execution of the present Settlement Agreement.

6. Both Parties warrant to the other that they do not have any knowledge of any assets and liabilities other than those disclosed in ANNEXURE 1.

7. The parties acknowledge that they have already made a division of their marital property, including any real estate, vehicles, household furniture, furnishings, household goods, equipment, bank accounts, pensions and other personal property. Neither party shall claim any of the property in the possession of the other party as of the date of signing this agreement. The Parties acknowledge that they possess various items of marital property, which shall be divided as provided in ANNEXURE 2 of this Agreement. The Parties agree to transfer possession and title to their property as per ANNEXURE 2. Except as otherwise specifically provided in this Agreement, the transfers listed in ANNEXURE 2 shall be completed no later than \_\_\_\_\_, and each Party shall execute all documents necessary to promptly complete the transfer.

8. The responsibility for payment of the Parties' joint and marital debts shall be as per ANNEXURE 3. The responsible Party listed in ANNEXURE 3 for each debt shall hold the other Party harmless for any collections on that debt. If legal action is brought against the other Party to recover that debt, the responsible Party agrees to indemnify or hold the other Party harmless and, in addition, to pay all legal fees and costs of collection which the other Party may incur as a result of the legal action.

9. Both Parties warrant to the other that they shall not incur, after the effective date of signing this Agreement, any liability for which the other shall be or may become personally liable or that could be enforced against an asset held by the other Party. Both parties have settled all their claims in respect of all the properties movable or immovable, and neither of the parties shall have any claim, right, title or interest over any property, movable or immovable, of any nature against each other, whether self-acquired, ancestral or otherwise and relinquish all their claims, rights, title or interest, if any, against each other and, they shall have no other or further claim or demand against each other.

10. It is agreed by the Parties that the custody of the children namely **Aniket** shall remain with the **Test1** Party only. However, the **Test2** Party and/or his/her family members shall have visitation rights qua **Aniket** as detailed in ANNEXURE 4 (Visitation Plan), subject to the child's welfare, wish, comfort, studies, school exams, curriculum etc., to which both parties have no objection. That being said, the **Test1** Party represents that at no point in time in the lifetime of **Aniket**, the **Test1** Party shall prevent **Aniket** from meeting the **Test2** Party. In the event any of the scheduled visitation as per ANNEXURE-4 is cancelled due to the **Test1** Party, the same shall be compensated by the **Test1** Party in equal measures subjected to the availability of the Parties and the child.

11. The Parties shall consult each other and try to reach a joint decision on all major issues concerning the children. However, if the Parties are not able to reach a joint decision then the Parties agree and undertake that the **Test1** Party shall have the sole decision-making right qua the schooling, education, higher studies of the children, wherein the **Test2** Party shall have no interference whatsoever. In the event any or both of the children attend an educational institution situated outside the municipal limits of **Jaipur**, the **Test1** Party shall give a prior written intimation to the **Test2** Party informing him/her of the children's contact details etc. and the visitation shall be governed as per ANNEXURE 4. The **Test1** Party shall also ensure that the **Test2** Party is registered as the father/ mother/guardian of the children at the said educational institution so that there is no obstruction created by the educational institution in the exercise of the visitation rights qua the children.

12. The Parties agree and undertake not to feed any negative thoughts or spew venom against the other Party in the mind of the children. Furthermore, both the Parties agree and undertake not to do any act which is contrary to the interest and welfare of the children. The Parties agree that the welfare of the children is most important and the Parties agree to encourage a feeling of affection and respect between the children and the other parent.

13. The Parties agree to provide each other with their current home address and telephone number, as well as a telephone number to call in case of emergency; they also agree to notify each other of any change in the address or telephone numbers, at least 30 days prior to the change. Neither Party shall do anything to interfere with the children communicating with the other Party. Each Party shall have the right to call and talk to the children when they are in the care of the other Party, up to one time each day, at the expenses of the calling parent.

14. The Parties agree that both Parties shall have equal access to the school records of the children, and both shall have the right to be provided information concerning the children's progress in school. Each Party shall be entitled to complete, detailed information from any physician, dentist or other health care provider attending any of the children. Each Party shall notify the other of the children's major illness and medical treatment.

15. The Parties hereby undertake to cooperate with each other towards securing:

- i. The removal of **Test1** Party's name from the joint bank account bearing number \_\_\_\_\_ presently maintained with \_\_\_\_\_ Bank, wherein **Test1** Party is the secondary/ joint bank account holder with the **Test2** Party;
- ii. The surrender of the bank locker number \_\_\_\_\_ presently maintained with \_\_\_\_\_ Bank, wherein the **Test1** Party is the joint/ co-holder with the **Test2** Party. The **Test1** Party shall return the keys of the said locker to the **Test2** Party at the time of collection of **Test1** Party's belongings. However, the **Test1** Party undertakes to clear/ take out her belongings (if any) in the said locker before the aforesaid handover of the keys.
- iii. The transfer of the SIM card bearing Mobile Number \_\_\_\_\_ in the name of **Test1** Party.
- iv. The change of Name of the **Test1** Party from **Aditya Kumar Sisodiya** to **Aditya** in all public Documents such as Aadhaar Card, PAN Card, Passport etc;
- v. The change of Name of the **Aniket** from **Aniket** to **Aniket and** in all public Documents such as Aadhaar Card, PAN Card, Passport etc;
- vi. The Parties shall pay their own legal fees and costs. Any mediation fees remaining to be paid at the time of the signing of this Agreement shall be paid equally by the Parties.

Both the Parties agree and undertake to fulfil aforementioned obligations/responsibilities within 30 days of the execution of the present Settlement Agreement, before filing of the Petition under Section 13(B)(ii), H.M.A. Furthermore, either Party, shall, whenever and as often as requested in writing so to do by the requesting Party, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting Party, in order to carry out the intent and purpose of this clause.

16. It is agreed by the Parties that they shall not interfere in the personal life of each other and shall not visit the home/ dwelling place of each other in the future.

17. The Parties acknowledge that they have not filed/instituted any other case/ complaint/ legal proceedings against each other except those mentioned in the Agreement and in case, if any proceedings/complaint/any other legal proceedings are found pending adjudication before any court or authority/forum then the same shall be deemed to have been withdrawn and same would be termed as null and void for all legal intents & purpose and both the Parties shall take steps to withdraw the same and ensure their termination on the grounds of this Settlement Agreement. The Parties further agree that upon the execution of the instant Settlement Agreement either of the Parties, can make use of the instant Settlement Agreement to demonstrate the other Party's consent towards termination of such proceedings or inquiry or suit etc. either pending before any court of law/and or any authority.

18. It is further agreed by the Parties that none of the Parties to the present Settlement Agreement shall file any complaint or cases either in civil or criminal nature or any petition, in future before court of law authority, forum etc., against each other or against their respective family members in respect of maintenance, alimony, dowry or any dispute with regard to the marriage, after the execution of this Settlement Agreement. It has been further agreed that both the Parties shall not file any criminal complaint, FIR against each other or their relatives either in any police station, court of competent jurisdiction or any authority. It has been agreed between the Parties that they shall remain bound by the terms of the present Settlement Agreement, which shall not be revoked in any manner whatsoever. It is further agreed that the present Settlement Agreement is legal, valid, binding, enforceable and executable in all manners and none of the Parties shall take advantage of any technical language or lacuna, is any, if the same is not mentioned/ explained herein above. It is also agreed that in case any Party violates the terms of the present Settlement Agreement, the other Party will be at liberty to initiate appropriate proceedings in accordance with the law.

19. The Parties agree and undertake to honestly, diligently and strictly adhere to the terms of this Settlement Agreement, and shall not do any act, deed or thing that may negate the terms of this Settlement Agreement. Any violation of term of present Settlement Agreement by either will amount to Contempt of Court and shall be punishable under the Contempt of Courts Act, 1971.

20. The Parties agree and undertake to honour each and every obligation as detailed in the present Settlement Agreement.

21. Each of the Parties executing this Settlement Agreement acknowledge and represent that they have read this Settlement Agreement carefully and in its entirety; and had a full and complete opportunity to review and modify and negotiate the terms of this Settlement Agreement and that this Settlement Agreement expresses all of the understandings and agreements between the Parties concerning the subject of this Settlement Agreement; and that each Party has executed this Settlement Agreement freely and voluntarily, and without duress or other undue influence, after consulting with their independent Counsel(s)/ Advocate (s). Each of the Parties represent that this Settlement Agreement, and the promises and obligations set forth herein, forever supersede any of the prior negotiations and discussions between the Parties.

22. In case of default or breach of any terms and conditions stipulated above by the First Party or the Second Party, the Parties shall be at liberty to pursue all their legal rights and remedies.

23. The Parties agree and undertake that there was no force, fraud, coercion or undue influence on each other at the time of arranging this Settlement Agreement, at the time of reducing its terms to writing, or at the time of its signing.

24. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

25. This Agreement contains the entire agreement between the Parties on these matters, superseding any previous agreement between them.

26. The Parties agree and undertake that there is no collusion between the Parties.

27. The Courts in Delhi shall have the exclusive jurisdiction under this Settlement agreement.

**IN WITNESSES WHERE OF**, FIRST PARTY AND SECOND PARTY have signed this Settlement Agreement after understanding the contents of the same on the day, month and year above mentioned in the presence of the following witnesses.

PARTIES	
FIRST PARTY	Aditya Kumar Sisodiya
SECOND PARTY	Abhi

**WITNESS ON BEHALF OF FIRST PARTY**

Signature

Name

Date

**WITNESS ON BEHALF OF SECOND PARTY**

Signature

Name

Date

**AN INDEPENDENT WITNESS COMMON TO PARTIES**

Signature

Name

Date

**Annexure 1**

**List of assets & liabilities**

Description	Value
Loan	550000
Settlement Amt	45000



**Annexure 2**

**Property Division**

Description	Value
Settlement Amount	50000
Amount	50000

### **Annexure 3**

A. Both the Parties agree and undertake that a total amount of Rs. \_\_\_\_\_ will be paid by the **Test1** Party to the **Test2** Party towards the outstanding debts of the **Test1** Party before recording of the statements for second motion of divorce.

B. Both Parties agree and undertake that the **Test2** Party shall refinance the mortgage on property bearing \_\_\_\_\_ so as to remove the **Test1** Party's name from the mortgage no later than \_\_\_\_\_.

C. Both Parties agree and undertake that the **Test1** Party shall execute a relinquishment deed or any other document in favour of the **Test2** Party for relinquishing his/her share in the property bearing \_\_\_\_\_, before recording of the statements for the Second Motion.

D. The **Test1** Party undertakes to cooperate and execute any and all documents to ensure that the property bearing \_\_\_\_\_, is transferred in the name of the **Test2** Party as expeditiously as possible and certainly before filing of Second Motion for divorce. The **Test2** Party shall bear administrative expenses for getting the aforesaid property transferred in his/her name and this amount shall be paid directly into the builder's account.

E. The **Test2** Party is awarded the vehicle (year, make, model) \_\_\_\_\_ free and clear of any claim by the other Part, and shall be responsible for all the expenses as to this vehicle including, but not limited to, car payments, maintenance, registration, insurance and taxes.

F. Both the Parties agree and undertake that the stocks, bonds, mutual funds, securities and investments held by the Parties will be divided in the following manner and shall be retained by that Party free and clear of any claim by the other Party:

G. Both the Parties agree and undertake that each Party shall be responsible for their own medical insurance needs from the time of signing this Settlement Agreement.

H. It has been agreed by both the Parties that no further payments shall be made by the **Test2** Party to the **Test1** Party apart from Clause A of this Annexure.

#### Annexure 4

#### Visitation Plan

##### **Upto 8 years of age (Upto \_\_\_\_\_)**

A. The **Test2** Party shall be entitled to visit **Aniket** on every 2nd and 4th Sunday between 10 am to 1 pm for 2 hours. In the event, either of the Parties is not available on any of the aforementioned Sundays of scheduled visitation, the same shall be intimated to the other Party 72 hours in advance in order to reschedule the said meeting to preceding Saturday.

B. The **Test2** Party shall be entitled to visit **Aniket** on the festivals of Lohri, Ashtami, Diwali and Christmas for 2 hours between 10 am to 1 pm.

C. The **Test2** Party shall also be entitled to visit **Aniket** on any one other gazetted holiday of his choice for 2 hours subjected to 10 days prior intimation to the **Test1** Party and availability of the child. In the event, either of the Parties or the child are not available on any of the chosen gazetted holiday, the same shall be intimated to the other Party 72 hours in advance in order to reschedule the said meeting to any other gazetted holiday.

D. The **Test2** Party shall be entitled to call and visit **Aniket** on his/her birthday for 2 hours at a time of mutual convenience of both the Parties subject to 72 hours prior intimation.

E. The **Test2** Party shall be entitled to visitation/Access qua **Aniket** on his/her Birthday for 1 hour, at a time of mutual convenience of both the Parties subject to 72 hours prior intimation.

F. As mentioned above all the physical visitation meetings shall take place at the vicinity of the residence of the **Test1** Party which includes Park, Club House etc. in the supervision/presence of either the **Test1** Party or his/her parents or the Nanny.

##### **Between 9-13 years of age (\_\_\_\_\_ to \_\_\_\_\_)**

A. The **Test2** Party and his/her parents shall be entitled to visit **Aniket** on every 2nd and 4th Sunday between 10 am to 4 pm for 4 hours. In the event, either of the Parties is not available on any of the aforementioned Sundays of scheduled visitation, the same shall be intimated to the other Party 72 hours in advance in order to reschedule the said meeting to preceding Saturday.

B. The **Test2** Party and his/her parents shall be entitled to visit **Aniket** on the festivals of Lohri, Ashtami, Diwali and Christmas for 2 hours between 10 am 4 pm, at a time of mutual convenience of both the Parties.

C. The **Test2** Party and his/her parents shall also be entitled to visit **Aniket** on any one other gazetted holiday of his choice for 2 hours between 10 am to 4 pm subject to 10 days prior intimation to the **Test1** Party and availability of the child. In the event, either of the Parties or the child are not available on any of the chosen gazetted holiday, the same shall be intimated to the other Party 72 hours in advance in order to reschedule the said meeting to any other gazetted holiday.

D. The **Test2** Party and his/her parents shall be entitled to call and visit **Aniket** on his/her birthday for 2 hours at a time of mutual convenience of both the Parties subject to 72 hours prior intimation.

E. The **Test2** Party and his/her parents shall be entitled to visitation/access qua **Aniket** on his/her birthday for 1 hour at a time of mutual convenience of both the Parties subject to 72 hours prior intimation.

F. The **Test2** Party and his/her parents shall be entitled visitation to a total of 10 days out of the entire summer vacation holidays and a total of 4 days out of the entire Winter vacation holidays of the child for 4 hours on each day. However, from the age 12 years onwards, incase **Aniket** wishes to stay overnight with the **Test2** Party during the aforesaid summer or winter vacations, then same shall be only in the scheduled 10 and 4 days respectively of his/her visitation during summer or winter vacations i.e., to say that the **Test2** Party and his/her parents shall be entitled to a total of 10 days (which shall be overnight stays) out of the entire summer vacation holidays and a total of 4 days (which shall be overnight stays) out of the entire Winter vacation holidays of **Aniket**.

G. All the physical meetings shall be in a public place such as Parks, malls, clubs, restaurants etc. within Delhi NCR, subjected to the child's comfort and choice in the supervision/ presence of either the **Test1** Party or his/her parents or the Nanny between 10 am to 4 pm.

H. In case **Aniket** goes to a boarding school for his/her education, the **Test2** Party shall be entitled to visitation as per this Annexure, in accordance with the timings and permit of the school. The **Test1** Party shall ensure to mention the **Test2** Party's name in the school record for the purpose of visitation.

**Between 14-18 years of age (\_\_\_\_\_ to \_\_\_\_\_)**

A. The **Test2** Party and his/her family members shall be entitled to visit **Aniket** on every 2nd and 4th Sunday for 6 hours. In the event, either of the Parties is not available on any of the aforementioned Sundays of scheduled visitation, the same shall be intimated to the other Party 72 hours in advance in order to reschedule the said meeting to preceding Saturday.

B. The **Test2** Party and his/her parents shall be entitled to visit **Aniket** on the festivals of Lohri, Ashtami, Diwali and Christmas for 2 hours between 10 am 4 pm, at a time of mutual convenience of both the Parties.

C. The **Test2** Party and his/her parents shall also be entitled to visit **Aniket** on any one other gazetted holiday of his choice for 6 hours subject to 10 days prior intimation to the **Test1** Party and availability of the child. In the event, either of the Parties or the child are not available on any of the chosen gazetted holiday, the same shall be intimated to the other Party 72 hours in advance in order to reschedule the said meeting to any other gazetted holiday.

D. The **Test2** Party and his/her parents shall be entitled to call and visit **Aniket** on his/her birthday for 2 hours at a time of mutual convenience of both the Parties and the child.

E. The **Test2** Party and his/her parents shall be entitled to visitation/access qua **Aniket** on his/her birthday for 2 hour at a time of mutual convenience of both the Parties.

F. The **Test2** Party and his/her parents shall be entitled visitation to a total of 10 days (which shall be overnight stays) out of the entire summer vacation holidays and a total of 4 days (which shall be overnight stays) out of the entire Winter vacation holidays of **Aniket** during which the **Test2** Party shall be entitled at his option to take **Aniket** for domestic or international vacations for which the entire expense shall be borne by the **Test2** Party. However, the **Test2** Party shall intimate the **Test1** Party about the itinerary of the said vacation 15 days in advance.

G. All the physical visitation meetings can take place at any place within the jurisdiction of Delhi NCR (except for Domestic and International vacations as mentioned in Clause F) at a time subject to the child's comfort and choice.

H. In case **Aniket** goes to a boarding school for his/her education, the **Test2** Party shall be entitled visitation as per this Annexure, in accordance with the timings and permit of the school. The **Test1** Party shall ensure to mention the **Test2** Party's name in the school records for the purpose of visitation.