

SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

This Agreement, made effective as of the date when it is signed by the latter party to do so, between **Muhammad Shazzad Hossain**, (Husband), and **Ayesha Siddika**, (Wife), incorporates the following understandings of the parties:

WITNESSETH:

WHEREAS the parties were lawfully united in marriage on November 29, 2010, in Dhaka, Bangladesh, and are now husband and wife; and,

WHEREAS no children were born of the marriage; and,

WHEREAS certain irreconcilable differences have arisen between the parties, as the result of which the parties separated on April 1, 2024; and,

WHEREAS the parties are desirous of settling all property rights, alimony claims, and all rights and claims of all types, past, present, and future, arising and existing as a result of their marital relationship; and,

WHEREAS the parties respectively acknowledge that each has had the opportunity to seek the legal advice of independent counsel of his/her own selection, that each fully understands the provisions of this Agreement, and that each is signing the Agreement freely and voluntarily;

NOW, THEREFORE, it is agreed as follows:

1. DISCLOSURE:

Husband and Wife have entered into this Agreement freely and voluntarily, upon mature consideration and upon the right to the advice of separate counsel. Husband and Wife consent to the execution of this Agreement and acknowledge that it has not been obtained by duress, fraud, or undue influence of any person. No representations of fact have been made by either party to the other except expressly set forth herein. Each has had full access to the books, records, and files of the other and has been provided a fair and reasonable disclosure of the nature, extent, and value of the separate and

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jointly owned property of the parties and the income and obligations of the parties. Further, each does hereby voluntarily and expressly waive any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided. This Agreement is fair and equitable and entered into for valuable consideration.

2. **WIFE WAIVES ALL RIGHTS AND CLAIMS IN PROPERTY OF HUSBAND NOT CREATED OR PRESERVED BY THIS AGREEMENT:**

Except only to the extent that rights are created or preserved under this Agreement, Wife forever waives and relinquishes all right, title and interest that she now has or may in the future have in the real, personal and mixed property of Husband, including but not limited to any pension or retirement plans or survivor benefits under such plans, all rights to temporary or permanent spousal support or maintenance, all rights under the Virginia Augmented Estate Act, all rights of dower or curtesy, all right, title and interest to take against his will or under any intestate laws, every other right, title, and interest she has now or may in the future have against Husband, his heirs, executors, administrators or assigns, arising from their marital relationship, and her right to equitable distribution in a divorce action, except in accordance with the terms of this Agreement. If a testamentary document is executed after this Agreement is ratified and names Wife as beneficiary, then said party has not waived those rights.

3. **HUSBAND WAIVES ALL RIGHTS AND CLAIMS IN PROPERTY OF WIFE NOT CREATED OR PRESERVED BY THIS AGREEMENT:**

Except only to the extent that rights are created or preserved under this Agreement, Husband forever waives and relinquishes all right, title and interest that she now has or may in the future have in the real, personal and mixed property of Wife, including but not limited to any pension or retirement plans or survivor benefits under such plans, all rights to temporary or permanent spousal support or maintenance, all rights under the Virginia Augmented Estate Act, all rights of dower or curtesy, all right, title and interest to take against his will or under any intestate laws, every other right, title, and interest she has now or may in the future have against Wife, his heirs, executors,

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administrators or assigns, arising from their marital relationship, and her right to equitable distribution in a divorce action, except in accordance with the terms of this Agreement. If a testamentary document is executed after this Agreement is ratified and names Husband as beneficiary, then said party has not waived those rights.

4. **NON-INTERFERENCE IN PERSONAL LIVES:**

The parties agree that, as long as the parties continue to live apart, continuously and uninterrupted, each shall be free from direct and/or indirect interference, authority, and control of the other in the conduct of her or his life. Each party shall be at liberty to act and to do as she or he sees fit, and to conduct his or her personal and social life as freely and as fully as if she or he were sole and unmarried. Each may, for his or her separate use and benefit, except where limited by the terms of this Agreement, conduct, carry on and engage in any business, profession, or employment which to him or her may seem advisable.

5. **WAIVER OF EQUITABLE DISTRIBUTION AND OTHER STATUTORY RIGHTS:**

The division of the parties' property shall be only in accordance with the terms of this Agreement. Unless a provision of this Agreement specifically states otherwise, no property of either party shall be subject to any claim for contribution, Equitable Distribution under Va. Code Ann. § 20-107.3 or successor section, Family Allowance under Va. Code Ann. § 64.2-309 or successor section, Exempt Property under Va. Code Ann. § 64.2-310 or successor section, and Homestead Allowance under Va. Code Ann. § 64.2-311 or successor section, or similar laws of any state. Each party forever waives his or her right to claim Elective Share in the surviving spouse's augmented estate under Va. Code Ann. § 64.2-302 or successor section. This waiver is intended to be effective and binding both under general principles of law and under Va. Code Ann. § 64.2-314.

a. The parties acknowledge that each has been fully informed as to the meaning and legal effect of said statute and acknowledge that the provision herein are in lieu of any right either may have to

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such relief and each does hereby expressly release the other from any claim under said statute, and each party acknowledges that this waiver includes any right to seek any portion of the other party's retirement, pension or profit-sharing plan to which he or she may now be entitled by reason of his or her present employment, except as otherwise set forth in this Agreement.

6. **PERSONAL PROPERTY.**

The division of personal property has heretofore been settled between the parties to the complete satisfaction of both parties, except for what is specifically stated below. Each party shall be entitled to retain the personal property in his/her respective possession.

7. **RELINQUISHMENT OF RIGHT TO ACT AS EXECUTOR.**

Each party hereby relinquishes any and all rights that he/she may hereafter acquire to act as executor or administrator of the estate of the other party. It is the intention of the parties that their respective estates shall be administered and distributed in all respects as though no marriage had been solemnized between them.

8. **DEBT**

a. **Pledge of Indemnification.**

Both parties represent and warrant to the other that they have not contracted any debts, charges or liabilities (except for what is specifically stated below), for which the other or the other's property or the other's estate shall or may be or become liable or answerable, and he covenants that each party will at all times keep the other free, harmless and indemnified against and from any and all debts and liabilities heretofore or hereafter contracted or incurred by the party.

b. **Credit Cards.** The parties acknowledge and agree that each party shall be solely responsible for the payment of any outstanding balance on his or her credit card accounts held in his or her individual name, and further agree to indemnify and hold the other party harmless therefrom. Any other outstanding debt owed by either of the parties as of the date of this Agreement shall be the sole obligation of the party who incurred the indebtedness.

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i. All credit cards or charge accounts for which the other party could be obligated shall be canceled, and each party shall establish charge accounts solely in his or her name after the date of this Agreement. Each shall fully defend, indemnify, and hold the other harmless from any liability arising out of any credit card obligation incurred by that party prior to the date of this Agreement. To the extent there are balances due and owing not otherwise provided for in this Agreement, then the party incurring such obligation shall be responsible for such debt.

ii. If either party is an “authorized user” on a credit card held in the name of the other party, the party who holds the credit card shall immediately remove the other party as an authorized user and the party as the authorized user shall cooperate in getting his or her name removed from the account.

c. **Debts Prior to this Agreement.** Except as otherwise provided in this agreement, each party is solely responsible for his or her own debts, charges, and accounts, regardless of whether these are past, present or future liabilities. Each party represents that he/she is unaware of any joint debt not otherwise disclosed herein.

i. Each of the parties hereby warrants and represents to the other that there are no outstanding obligations or liabilities contracted by her or him for which the other is responsible, and each does hereby agree to hold the other harmless from any such obligation or liability and to indemnify the other for any costs which he or she may incur in connection therewith, including reasonable attorney’s fees.

d. **Debts Incurred Subsequent to this Agreement.** Except as otherwise provided in this Agreement, each party shall be solely responsible for the payment of his or her debts incurred subsequent to the date of this Agreement and shall fully defend, indemnify and hold the other harmless from any liability thereon. Neither party shall incur any debt or obligation on the other party’s credit or do anything for which the other party could be legally held liable.

i. If it is subsequently discovered that one party incurred any debt(s) in the name of the

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other party/upon which the other party is liable, the person who incurred said debt(s) shall be solely responsible for said debt(s), shall pay said debt within thirty (30) days of the discovery of said debt(s) and shall hold the other party harmless, defend and indemnify the other party and his/her property from any and all claims arising therefrom.

ii. Neither party shall pledge the credit of the other or incur any expense in the name of the other in any manner, shape or form from the date of separation forward, unless as specifically provided in this Agreement, and each party affirmatively states that he or she has not pledged the credit of the other or incurred any expense in the name of the other in any manner, shape or form.

9. **REAL PROPERTY.**

a. **Falls Church Property.** The parties jointly own real property located at 3127 Wayne Road, Falls Church, Virginia 22042 as tenants by the entirety.

The Wife is willing to retain the property as her sole and separate property. In exchange, the Wife shall make a payment to the Husband in an amount equal to one-half of the equity in the real property within 30 days from the date the divorce decree is signed by the Judge.

To purchase or retain the Husband's 50% share of the property, the Wife shall obtain an appraisal by a Certified Residential Appraiser in Virginia to determine the current Fair Market Value of the real property using the Sales Comparison Approach, as of the date of the property inspection conducted for this purpose. The equity in the real property will be defined as the current Fair Market Value, less the principal amount due on the mortgage as of the date of the Payment less the sum of mortgage payments (principal, interest, taxes and insurance) between December 15, 2024, and the date of the Payment.

The Wife is required to share the appraisal report with the Husband. If the Husband agrees with the determined fair market value, the Wife will hire a settlement company to mediate the transaction between both parties.

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Settlement companies typically have their own property attorneys to prepare the necessary agreements and notarize the documents between the buyer and seller. Following the settlement company's instructions and calculations, the Wife will pay the agreed-upon equity and any additional closing costs via wire transfer or cashier's check to the mediator settlement company. The settlement company will ensure that the Husband's name is removed from the title and that the Wife's name is properly recorded. Throughout the process, the settlement company will mediate each step to protect the interests of both the Wife (Buyer) and Husband (Seller) during the transaction.

As long as the Husband holds the 50% share or ownership of the property, the Wife cannot rent it out, make any modifications, or take any other actions without the Husband's written consent or specific permission from the court. The Wife also does not have the right to prevent the Husband from entering, staying in, or using his share of the property without a specific court order.

Since the wife is retaining or purchasing the husband's share of the property, she is responsible for the closing costs, including all fees associated with the appraisal and the title or settlement company. At the wife's request, the husband is willing to share 50% of the closing costs upon receipt of all relevant invoices and receipts.

10. **PENSION/RETIREMENT BENEFITS.**

a. Wife hereby waives and relinquishes all of her rights and any monetary, property distribution or other claim she may have to Husband's pension/retirement benefits.

b. Husband hereby waives and relinquishes all of his rights and any monetary, property distribution or other claim he may have to Wife's pension/retirement benefits.

11. **VEHICLES**

a. **Honda Accord 2014**

Husband will retain title and sole possession of the Honda Accord 2014 and will maintain sole responsibility for any payments, debts, insurance, repairs, or any other

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expense associated with the vehicle, its possession, its storage, or its operation.

b. **Kia Nero 2023**

Wife will retain title and sole possession of the Kia Nero 2023 and will maintain sole responsibility for any payments, debts, insurance, repairs, or any other expense associated with the vehicle, its possession, its storage, or its operation.

12. **OTHER ASSETS.**

Except as otherwise expressly provided for in this Agreement, any and all cash and equity assets, including bank accounts, certificates of deposit and stocks and bonds, mutual funds, or other securities, IRAs, retirement accounts, now deposited, listed, or registered in the individual name of either party shall remain his or her sole and exclusive property. Each party hereby waives and relinquishes his/her rights and interest in said assets/accounts/property of the other party.

12.1 SEPARATE OWNERSHIP.

a. Except as otherwise expressly herein provided, each of the parties shall hereafter own independently of any claim or right of the other party, all items of real and personal property, tangible and intangible, now or hereafter belonging to him or her and now hereafter in his or her possession, with full powers to him or her, to dispose of the same as fully and effectually, in all respects and for all purposes, as though he or she were unmarried.

b. Hold Harmless. Except as otherwise expressly herein provided, each party shall be solely responsible for and shall save the other harmless and defend the other from any and all taxes, expenses, assessments and/or payments in conjunction with any property which has been allotted to him or her.

13. **SPOUSAL SUPPORT.**

a. Waiver of Spousal Support by Husband. The Husband hereby waives and releases any rights that he may have for the support and maintenance of himself, and agrees that he will at no time hereafter seek or ask, in any manner, any monies of any nature from the Wife

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except as set forth in this Agreement; and further, that if proceedings in divorce are or have been instituted by either of the parties, he will not in such proceedings make any such demand.

b. Waiver of Spousal Support by Wife. The Wife hereby waives and releases any rights that she may have for the support and maintenance of herself, and agrees that she will at no time hereafter seek or ask, in any manner, any monies of any nature from the Husband except as set forth in this Agreement; and further, that if proceedings in divorce are or have been instituted by either of the parties, she will not in such proceedings make any such demand.

14. **TAX CONSEQUENCES.**

The parties acknowledge that they have been informed that the transfer or payment of money, or the transfer or division of property may have adverse tax consequences. They further acknowledge that they have been advised that the most appropriate method for determining the tax consequences of this Agreement is to confer with tax attorneys, tax accountants, and/or other tax experts, and their attorneys have advised them to do so prior to signing this Agreement. As such, the parties hold their respective attorneys harmless as to income tax and other tax consequences, as these attorneys have not offered definitive tax advice in this matter. Each party hereto, to the extent that he or she has elected not to seek advice or counsel from a tax advisor, agrees to assume full, complete, and exclusive responsibility for the tax consequences of this Agreement.

15. **BANKRUPTCY**

None of the financial duties and responsibilities of the parties to each other specified herein shall be dischargeable in bankruptcy as each party has given *bona fide* consideration and relinquished marital rights for the same. To the extent that any obligation of a party to this Agreement is not considered to be in the nature of the alimony or support, then such obligation shall not be dischargeable in bankruptcy because it has been incurred by the responsible party in the course of a divorce or separation in connection with a separation agreement, divorce decree or other order. The parties stipulate that each has the ability to pay the obligations that he or she has accepted under the

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terms of this Agreement and that the party who has accepted such obligation an pay such obligation from income or property which is not reasonably necessary to be expended for the maintenance or support of him/her, or his/her dependent(s) and which is not necessary for the payment of expenditures necessary for the continuation, preservation, and operation of a business.

16. **SOCIAL SECURITY.**

Nothing in this Agreement is intended to preclude either party from any rights to which that party may be entitled as an ex-spouse under the Social Security laws of the United States.

17. **RECONCILIATION.**

This Agreement shall not be invalidated or otherwise affected by a reconciliation between the parties hereto or a resumption of marital relations between the parties unless said reconciliation or said resumption be accompanied by a written statement signed by the parties with respect to said reconciliation and resumption and, in addition, setting forth that they are canceling this Agreement, and this Agreement shall not be invalidated or otherwise affected by any decree or judgment of separation or divorce made by any court in any action which may be hereafter instituted by either party against the other for a separation or divorce, and the obligations and covenants of this Agreement shall survive any decree or judgment of separation or divorce and this Agreement may be enforced independently of such decree or judgment.

18. **SEVERABILITY.**

If any part of this Agreement is held invalid or unenforceable, the remaining provisions shall prevail and obtain and bind the parties.

19. **MODIFICATION AND WAIVER.**

A modification and waiver of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or a similar nature.

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20. **DEFAULTS NOT WAIVED**

The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any continuing or subsequent default of the same or similar nature.

21. **HEADINGS NOT BINDING**

The headings used in this Agreement are for the convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement or any section thereof, and shall not be used to establish or interpret any of the rights or obligations set forth in this Agreement.

22. **VOLUNTARY EXECUTION.**

Each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress or undue influence.

23. **TIME.**

Unless otherwise specifically provided herein, time shall be of the essence with respect to any and all provisions of this Agreement.

24. **SITUS.**

This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

25. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. **COSTS OF ENFORCEMENT.**

a. In the event that either party should take legal action against the other by reason of the other's failure to abide by this Agreement the parties agree that any costs, including but not limited to counsel fees, court costs, investigation fees and travel expenses, incurred by a party in the successful enforcement of any of the agreements, covenants, or provisions of this Agreement, whether through

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litigation or other action necessary to compel compliance herewith, shall be borne by the defaulting party. Any such costs incurred by a party in the successful defense to any action for enforcement of any of the agreements, covenants or provisions of this Agreement shall be borne by the party seeking to enforce compliance.

b. If any claim, action, or proceeding shall be brought against either party upon any debt or liability incurred by the other party or made the responsibility of the other party under this Agreement, then the party who incurred or assumed the debt or liability shall pay all attorney's fees, court costs, court reporter's fees, and expenses of travel incurred by the other party in defending any such action, claim, or proceeding, and shall hold the other party harmless from any judgement, damages, fees, costs, or other economic detriment caused by such action, claim, or proceeding.

27. **DIVORCE:**

Neither party shall seek a divorce on any ground other than separation for the statutory period or another "no-fault" ground.

28. **AFTER ACQUIRED PROPERTY**

Unless otherwise specified in this Agreement or necessary for its enforcement, any property, real or personal, acquired by a party after the date of separation shall be the sole and separate property of the acquiring party, free of any claim by the other.

29. **SUBSEQUENT GIFTS & BEQUESTS BETWEEN PARTIES UNAFFECTED**

Nothing in this Agreement shall invalidate any *inter vivos* gift made by one party to the other which is made after the date of execution of this Agreement or any testamentary gift which passes from one party to the other under a testamentary instrument executed after the date of execution of this Agreement.

30. **BINDING EFFECT**

All covenants, promises, stipulations, agreements, and provisions herein contained shall apply to, bind and be obligatory upon the heirs, executors, administrators, personal representatives and

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assigns of the parties hereto.

31. **FURTHER DISCLOSURES WAIVED; RELIANCE**

Each party has carefully evaluated his or her knowledge and awareness of the assets, income, and liabilities of the parties, both individually and jointly. Each party voluntarily and expressly waives the right of further disclosure, or a further representation of assets, income, or liabilities from the other, through the formal discovery process or otherwise. The parties acknowledge that both parties have relied upon the representations of the other regarding marital and separate assets in entering into this Agreement, and that each represents to the other that all representations made by either to the other have been made in good faith and with knowledge that the other party is relying on such representations.

32. **ENTIRE UNDERSTANDING.**

Except as otherwise provided herein, each party accepts the covenants and conditions of this Agreement in full, complete, and final settlement of all remaining claims of any kind against the other, and each party hereby warrants that he or she is entering this Agreement voluntarily and under his or her own free will. The parties understand and agree that, in consideration of the execution of this Agreement, each of the parties hereto release all claims and demands of every kind, name, or nature against the other party hereto, including all liability now, or at any time hereafter existing or occurring on account of support, maintenance, alimony, temporary or permanent, dower, curtesy, rights in property under the Augmented Estate Act (64.2-305 *et. Seq.* of the Code of Virginia, as amended); family allowance under Section 64.2-309, homestead allowance under Section 64.2-311, exempt property under section 64.2-310, right in property under Equitable Distribution (§ 20-107.3 of the Code) or other allowances, either statutory or arising at common law, incident to the marital relations, intending hereby to relieve said party entirely from all personal claims and demands, and from any and all claims that may hereafter attach arising in any manner from the relation of Wife and Husband; and after this settlement, the parties shall require nothing whatsoever of the other,

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except as herein provided, as though the marriage relation between them had never existed. All interpretations of this Agreement are to be made in accordance with the laws of the Commonwealth of Virginia. This Agreement constitutes the entire understanding of the parties. There are no representations or warranties other than those expressly set forth herein.

33. **PRIOR AGREEMENTS.**

Except as otherwise provided herein, any previous agreement between the parties is expressly superseded by this Agreement and shall be of no further force or effect. The parties, in consideration of the covenants herein contained, hereby cancel, annul, and invalidate any and all prior property settlement agreements that were made between them at any time, whether oral and/or written.

34. **ADDITIONAL INSTRUMENTS & FURTHER ASSURANCES.**

Each of the parties hereto mutually agrees and undertakes to execute and deliver such deeds or other instruments in writing as herein or hereafter may be required from time to time to carry into effect fully the terms and conditions of this Agreement according to the intent and meaning of the parties. Upon the request of the other party, each party shall execute and deliver all additional and further assurances of any nature that may be necessary or desirable to carry out the intent of this agreement.

35. **AGREEMENT INCORPORATED IN DIVORCE DECREE.**

Both parties desire to have the provisions of this Agreement affirmed, ratified, and incorporated by reference into any order of divorce granted by any court of competent jurisdiction in full and complete settlement of all rights that each may have in the property or estate of the other. The parties, by entering into this Agreement Acknowledge they are waiving any fault-based grounds either may have in seeking a divorce and agree they have separated based on mutual differences, which have arisen between the parties. Both parties shall therefore request and take all actions necessary to have the terms of this Agreement affirmed, ratified, and incorporated by reference into any final order of

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divorce, in full and complete settlement of their respective claims arising out of their marriage. Notwithstanding such incorporation, the provisions of this Agreement shall be incorporated by reference in such decree, but notwithstanding such incorporation, this Agreement shall not be merged in such decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties. Neither party shall seek the entry of any order that would purport to require a division of property that is contrary to the divisions set forth in this Agreement. The parties further agree that the validity of this Agreement does not depend upon a Court finding that it is fair and equitable, and Husband and Wife acknowledge and agree that each shall be bound hereby in any event.

In testimony whereof, witness the signatures of the parties hereto:

Ayesha Siddika

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Ayesha Siddika, personally known to me, or satisfactory evidence of identity as defined by law having been produced.

Notary Public

Notary Registration Number: _____

My Commission expires: _____

Muhammad Shazzad Hossain

Ayesha Siddika

Muhammad Shazzad Hossain

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Muhammad Shazzad Hossain, personally known to me, or satisfactory evidence of identity as defined by law having been produced.

Notary Public

Notary Registration Number: _____

My Commission expires: _____

Muhammad Shazzad Hossain

Ayesha Siddika