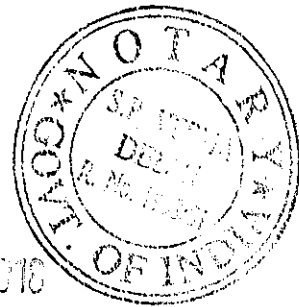


MEMORANDUM OF SETTLEMENT



06 JAN 2018

This Memorandum of Settlement is made and executed on this 6th day of January, 2018

BETWEEN

SHRI SANDEEP SINGH S/o Late Sh. [redacted] R/o House No. 1

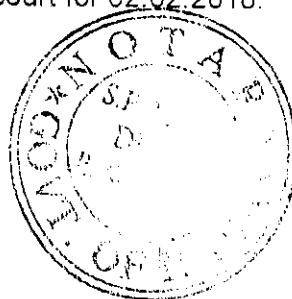
Vihar, Delhi hereinafter called the "First Party/ Husband" which expression shall unless be repugnant to the context or meaning hereof shall mean and include his legal heirs, representatives, assigns etc of the one part.

AND

SMT. [redacted] W/O Sh. Sandeep Singh D/O Shri [redacted] R/O [redacted] Delhi hereinafter referred to as the "Second Party/Wife" which expression shall unless be repugnant to the context or meaning hereof shall mean and include his legal heirs, representatives, assigns etc of the one part.

WHEREAS the marriage between the First Party/Husband and Second Party/wife was solemnized according to Sikh Rites, rituals, customs and ceremonies on 25.11.2007 at Kotkapura, Punjab.

AND WHEREAS out of the said wedlock a girl child named [redacted] nicknamed "Elena" was born on 16.12.2014 who is at present in interim custody of the SECOND PARTY in terms of directions of Sh. Dharmesh Sharma, Judge Family Court, Tis Hazari, New Delhi vide order dated 18.05.2017 in Case number GP. 03/2017 pending before the family court for 02.02.2018.



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AND WHEREAS due to differences between the First Party/husband and Second Party/wife, the parties could not live together as husband and wife in the matrimonial home and the First Party has returned to her paternal home/sister home and the parties are residing separately since 06.05.2016 and have not been able to live together as husband and wife since then. There has been resumption of cohabitation since then and there is no chance of the parties to the present settlement joining the company of each other. The marriage between the parties has broken down irretrievably on account of irreconcilable issues between them. The parties last resided together as husband and wife at House No.

AND WHEREAS due to growing hostility between both the parties, it has been agreed by the parties herein that their marriage is no more workable and they shall not be in a position to lead a normal and healthy married life as husband and wife anymore and they should part with grace. It has been decided by the parties herein that the marriage be dissolved by a decree of mutual consent.

AND WHEREAS the Second Party ever since 06.05.2016 has been residing separately at her parental home and has not returned to her matrimonial home ever since and since then they have never cohabited as husband and wife. The efforts of reconciliation undertaken by the relatives of both the sides and even by the Mediation Centre, Saket, New Delhi have also proved futile.

AND WHEREAS ever since the date of separation, the parties to the present deed are living separately from each other and there has been no cohabitation between the parties. There is no possibility of probability of the parties resuming cohabitation and living as husband and wife in the near future.

AND WHEREAS due to growing hostility between both the parties, it has been agreed by the parties herein that their marriage is no more workable and they shall not be in a position to lead a normal and healthy married life as husband and wife

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anymore and they should part with grace. It has been decided by the parties herein that the marriage be dissolved by a decree of mutual consent.

AND WHEREAS the Second Party/Wife had lodged the complaint with the Assistant Commissioner Police, Crime against woman cell, Saket, South District New Delhi against the First Party. The said complaint ultimately resulted in the registration of FIR NO: 777/2016, u/sec 406/498-A/354D/34 IPC PS: Malviya Nagar: Delhi against the First Party and his family members.

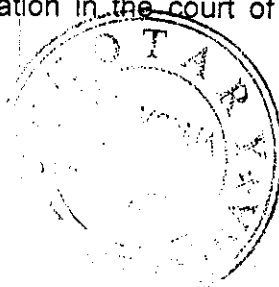
AND WHEREAS the Second party had filed Petition Under Section 7,8,9 and 10 read with Section 25 of the Hindu Minority and Guardianships Act, which is pending for adjudication in the Court of Sh. Dharmesh Sharma: Principal Judge: Family Court (Central District), Tis Hazari Courts on 06.01.2018. That custody of the girl child named [redacted] was handed over to the Second Party/Wife by the First Party/Husband vide order dated 18.05.2017 and it is agreed that the second party shall not claim the custody of minor child ever in future.

AND WHEREAS it is also specifically agreed between the parties that the custody of the minor girl child [redacted] as [redacted] born out of the wedlock between the parties shall handed over to the FIRST PARTY/Husband by the Second Party/Wife before Family Court, Tis Hazari Court or out of Court under acknowledgement. The SECOND PARTY/Wife shall not stake any claim either towards the custody of the said minor child [redacted] The SECOND PARTY shall have the meeting rights with the child [redacted] at least once a week for the duration as per the wishes of the child [redacted] as well as, as and when require for welfare of the child.

AND WHEREAS the Second Party/Wife had filed the Complaint under section 12 of Protection of Women from domestic Violence Act Act, against the First Party/Husband which is pending for adjudication in the court of Ms. Niti Phutela:

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Metropolitan Magistrate: Mahila Court: South District: Saket Courts: Delhi for 24.01.2018.

AND WHEREAS the First Party/Husband had filed the Civil suit "Permanent and Mandatory Injunction" against the Second Party/Wife which is pending for adjudication in the Court of Ms. Navneet Kaur: Civil Judge Junior Division: Patiala: Punjab on 11.01.2018 and the same stand settled with second party in full and final and First party/husband will not claim any amount from Second Party qua plot/suit property of the abovementioned suit as well withdraw the same suit.

AND WHEREAS it has been agreed by the Parties that "Gold Articles" which are in their respective possession shall remain with them only and other party shall not claim the same.

AND WHEREAS it has been specifically agreed by the second party i.e. wife that she has settled her maintenance present, past or future in full and final vide the present compromise deed and shall not claim any right arising out of wedlock.

AND WHEREAS it has been agreed between the parties that Second Party/Wife shall release/relinquish her share in the DDA Flat in the favour of First Part/Husband. And further shall cooperate with First Part/Husband before the appropriate authority to get it registered on his own name.

AND WHEREAS It has been agreed between the parties that at the time of executing memorandum of settlement the First Party/Husband will return Clothes, Foot Wears, Scooty (8499) and LIC policies as well as documents, photos etc. if any pertaining to her to Second Party/wife.

AND WHEREAS both parties to this Memorandum of Settlement have agreed to present petitions under section 13B of the Hindu Marriage Act before the Court of competent jurisdiction for dissolution of their marriage by a decree of divorce by

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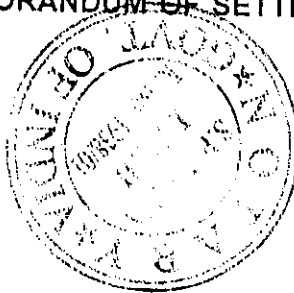
mutual consent. The parties herein agree and assure each other of their full cooperation for this purpose. It has been specifically agreed that the parties to the present settlement shall present themselves before the court of competent jurisdiction for executing all such documents that may be required for the grant of decree of divorce by mutual consent. The failure on the part of either of the parties to present themselves shall give a right to the other party to get his/her rights enforced for the grant of decree of divorce.

AND WHEREAS the Parties to this Memorandum of Settlement has also assured to the each other that they will not institute any case, suit, claim petition and /or any other complaint against each other or any of their family members in any court of law, authority, police station or any other department. It has been further agreed that in case any other case is found pending in any Court or authority, the same shall be withdrawn immediately by the concerned party and who shall not proceed further with the same.

AND WHEREAS it has also been agreed that the parties to the present deed shall not, either in their individual capacity or through their successors, administrators, assigns etc stake any claim for recovery of damages against either of the parties for any alleged malicious prosecution or any other similar or incidental proceedings relating to their marriage as a counter-blast to the proceedings instituted between the parties and any such litigation if already instituted to which the parties have no knowledge shall be withdrawn.

AND WHEREAS it is considered expedient to record the terms and conditions of the compromise.

AND NOW THEREFORE THIS MEMORANDUM OF SETTLEMENT WITNESS AS UNDER:



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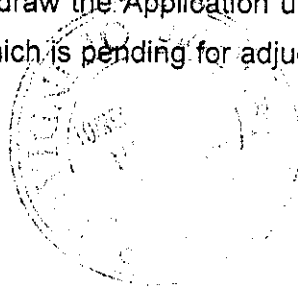
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1. That it has been agreed by the parties herein that their marriage is no more workable and they shall not be in a position to lead a normal and healthy married life as husband and wife anymore and they should part with grace. It has been decided by the parties herein that the marriage be dissolved by a decree of mutual consent.
2. That it has been agreed between the parties that the parties to the present Memorandum as mutually convenient shall move appropriate petition under Section 13B of the Hindu Marriage Act 1955 seeking dissolution of their marriage. The parties herein agree and assure each other of their full cooperation for this purpose. It has been specifically agreed that the parties to the present settlement shall present themselves before the court of competent jurisdiction for executing all such documents that may be required for the grant of decree of divorce by mutual consent. The failure on the part of either of the parties to present themselves shall give a right to the other party to get his/her rights enforced for the grant of decree of divorce.
3. That the Second Party/wife shall hand over to the FIRST PARTY/Husband by the Second Party/Wife before Family Court, Tis Hazari Court. Thereafter, Second Party/wife shall withdraw the Petition Under Section 7,8,9 and 10 read with Section 25 of the Hindu Minority and Guardianships Act, which is pending for adjudication in the Court of Sh. Dharmesh Sharma: Principal Judge: Family Court (Central District), Tis Hazari Courts on 06.01.2018.
4. That Second Party/Wife shall withdraw the Complaint Case no. 1146/2017 under section 12 of Protection of Women from domestic Violence Act, against the First Party/Husband which is pending for adjudication in the court of Ms. Niti Phutela: Metropolitan Magistrate: Mahila Court: South District: Saket Courts: Delhi on 24.01.2018.
5. That First Party/Husband shall withdraw the Application under section 340 of Cr.P.C. against the second party which is pending for adjudication in the court

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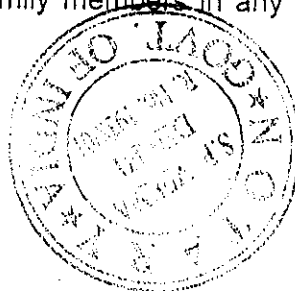


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of Ms. Niti Phutela: Metropolitan Magistrate: Mahila Court: South District:
Saket Courts: Delhi.

6. That First Party/Husband shall withdraw the Civil suit case no. 1822/2016 in the Court of Navneet Kaur: Civil Judge: Junior Division: Patiala: Punjab which is filed against the Second Party/Wife.
7. That Second Party/Wife will transfer her share in DDA Flat in favour of First Party/Husband.
8. That the parties after withdrawal of cases. Parties present petitions under section 13B of the Hindu Marriage Act before the Court of competent jurisdiction for dissolution of their marriage by a decree of divorce by mutual consent.
9. That First Party/Husband shall file petition for the quashing of the FIR: 777/2017 u/sec: 406/498-A/354D/34 IPC, PS: Malviya Nagar, New Delhi by the First Party/Husband and his family members including his parents before the court of Competent jurisdiction and that the Second Party/Wife shall extend all co-operation in getting the same quashed by presenting herself before the concerned court for getting her statement recorded as and when her presence would be deemed expedient.
10. That the Second Party has also assured that she has not instituted and will not institute any case, suit, claim petition and /or any other complaint against the First Party or any of his family members in any court of law, authority,

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police station or any other department. It has been further agreed that in case any other case is found pending in the Court or authority, the same shall be withdrawn immediately by the Second Party and who shall not proceed further with the same.

11. That the first party has assured that he is not instituted and will not institute any other case, suit, claim petition and/or any other complaint against the second party or any of family members in any court of law, surety, police station or any other Department. It has been further agreed that in case any other case/ application is found pending in the court or authority, the same shall be withdrawn immediately by the first party who shall not proceed further with the same
12. That the parties to the present deed shall not, either in their individual capacity or through their successors, administrators, assigns etc stake any claim for recovery of damages against either of the parties for any alleged malicious prosecution or any other similar or incidental proceedings as a counter-blast to the proceedings instituted between the parties and any such litigation if already instituted to which the parties have no knowledge shall be withdrawn.
13. That the above compromise has been arrived at in the interest of both the parties so that the parties can live in peace and harmony for the rest of their respective lives.
14. That both the parties shall bear their own expenses henceforth.

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15. That the parties to the present Memorandum also undertake not to lodge/raise any claim against each other in respect of a property or asset that may be acquired or is already acquired by them.

16. That this Memorandum of Settlement has been arrived at between the parties with their free will, without any force, fraud, coercion or undue influence exerted by one on the other.

17. That no illegal gratification has been passed on to the parties in order to secure their consent for the withdrawal of the cases.

18. That two sets of Memorandum of Settlement in original have been prepared and same have been handed over to both the parties.

IN WITNESS WHEREOF both the parties have signed and executed this Memorandum of Settlement at Delhi on the date, month and year first mentioned above, in the presence of the following witnesses.

WITNESSES



3.6/18
FIRST PARTY/HUSBAND

Amal
SECOND PARTY/WIFE

ATTESTED

Notary Public, Delhi [India]

06 JAN 2018

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