FILED
2015 APR 22 PM 4:27
RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

NIHAR R. SAHA,
Plaintiff/Husband

v.

RINA PAUL
Defendant/Wife.

NO. 13D-1976

FINAL DECREE OF DIVORCE

This cause came to be heard on the ~~15~~ 22nd day of April, 2015, before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court for Davidson County, Tennessee, on the Complaint for Divorce filed by Plaintiff/Husband, Dr. Nihar R. Saha, and with the cause proceeding to trial as an uncontested matter in view of a written, executed Martial Dissolution Agreement reached by and between the parties and submitted to the Court for approval; testimony of the Plaintiff/Husband in open court, statements of counsel, and the entire record in this cause, from all of which the Court finds as follows:

1. The parties hereto have irreconcilable differences in their marriage;

2. The parties have entered into a written and executed a Marital Dissolution Agreement, subject to the approval of the Court, which agreement is incorporated by reference in this Final Decree of Divorce; and the Court finds that said Marital Dissolution Agreement is fair and just, and that said Marital Dissolution Agreement be ratified, confirmed and approved and that the provisions be made the judgment of the Court. Said Marital Dissolution Agreement is more specifically in words and figures as follows:

Karen Johnson Davidson County
Batch# 218151 DEEDDIV
04/16/2019 09:17:35 AM 19 pgs
Fees: $97.00 Taxes: $0.00
20190416-0034551

FILED
2015 APR -7 PM 3:03
RICHARD R. ROOKER, CLERK
D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE, AT NASHVILLE

NIHAR R. SAHA, *Plaintiff/Husband,*	)	
vs.	)	**DOCKET NO. 13D-1976**
RINA PAUL SAHA, *Defendant/Wife.*	)	

MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT by and between the parties, **NIHAR R. SAHA** (hereinafter referred to as "Husband") and **RINA PAUL SAHA** (hereinafter referred to as "Wife");

WHEREAS, the parties were married on December 5, 2008; and

WHEREAS, there are no minor children born of this marriage; and

WHEREAS, certain differences and difficulties have arisen between the parties, and a divorce action in which irreconcilable differences is alleged as a ground has been instituted in the Fourth Circuit Court for Davidson County, Tennessee, under Docket No. 13D-1976, and the parties have no expectation of renewing their marital relationship; and

WHEREAS, the terms of the Prenuptial Agreement executed by the parties on November 21, 2008 as amended on August 9, 2013 have been deemed satisfied in their entirety and that Agreement is subsumed herein; and

WHEREAS the parties, as a consequence of their disputes and apparent irreconcilable differences, wish to make arrangements in connection with the dissolution of their marriage and to settle all separate property, marital property, and debts growing out of the marital relationship;

WHEREAS, it is the decision of the parties to amicably settle their differences with respect to all property rights, support obligations, and obligation for payment of debts, and to enter into a contract for the settlement of such rights and obligations, not only for the present, but

EXHIBIT A

for the future, it being their intention that such contract will be effected with respect to their real and personal property and other matters of concern; irrespective of whether a divorce is finally concluded between the parties;

IT IS THEREFORE AGREED that for and in consideration of the mutual promises and premises herein contained the parties agree as follows:

1. **DIVORCE**. Husband shall be granted an absolute divorce on the grounds of irreconcilable differences from the Wife and both parties shall be restored to all the rights and privileges of an unmarried person. The parties acknowledge and agree that this Marital Dissolution Agreement shall be presented to the Court for ratification and approval as soon as possible from and after its execution and, upon approval by the Court, shall be incorporated into a Final Decree of Divorce awarded Husband a divorce from Wife, based upon the allegation of irreconcilable differences contained in the Complaint for Divorce filed on behalf of Husband.

2. **REAL PROPERTY**.

(a) Husband shall be awarded the real property known as 532 Rivercrest Cove, Nashville, Davidson County, Tennessee (Map No. 085, Parcel No. 17) free of any claims by Wife. Wife shall execute a Quitclaim Deed prior to entry of the Final Decree of Divorce prepared by Husband's counsel conveying her right, title and interest in and to the marital home to Husband.

Wife shall vacate this marital residence on or before Mary 15, 2015, and Wife shall leave the marital residence in good condition, neat and clean, other than the normal wear and tear associated with living in said home. Wife shall leave the keys and garage opener to the marital residence at the marital home in the kitchen, on or before May 15, 2015 when she vacates said property.

(b) Husband shall be awarded the real property known as 124 Needles Court, Nashville, Davidson County, Tennessee (Map-Parcel No. 097130012.00), titled in his name only. Wife shall be divested of any marital right, title and interest in said real property and the title is vested in Husband. Husband shall assume sole and separate responsibility for making the mortgage payments relating to said real property, as well as paying for all other debts, liabilities and obligations relating to the property and shall hold Wife harmless and indemnify her from any liability thereon. Wife shall execute a Quitclaim Deed prior to entry of the Final Decree of Divorce prepared by Husband's counsel, conveying her right, title and interest in said real property to Husband.

(c) Husband shall be awarded the real property known as 840 Emberlake Drive, Nashville, Davidson County, Tennessee (Map-Parcel No. 108-4-10). Wife shall be divested of any marital right, title and interest in said real property and the title is vested in Husband. Husband shall assume sole and separate responsibility for making the mortgage payments relating to said real property, as well as paying for all other debts, liabilities and obligations relating to the property and shall hold Wife harmless and indemnify her from any liability thereon.

(d) Husband shall be awarded the real property known as 3101 Blackwood Drive, Nashville, Davidson County, Tennessee (Map-Parcel No. 096160131.00). Wife shall be divested of any marital right, title and interest in said real property and the title is vested in Husband. Husband shall assume sole and separate responsibility for making the mortgage payments relating to said real property, as well as paying for all other debts, liabilities and obligations relating to the property and shall hold Wife harmless and indemnify her from any liability thereon.

(e) Husband shall be awarded the real property known as 6353 Alamo Place, Nashville, Davidson County, Tennessee (Map-Parcel No. 91-9-230). Wife shall be divested of any marital right, title and interest in said real property and the title is vested in Husband. Husband shall assume sole and separate responsibility for making the mortgage payments relating to said real property, as well as paying for all other debts, liabilities and obligations relating to the property and shall hold Wife harmless and indemnify her from any liability thereon.

3. **HOUSEHOLD GOODS AND OTHER PERSONAL PROPERTY.** The parties have amicably agreed upon a division of their household goods and other personal property. Wife shall be awarded the following items of personal property and household items: (1) a wooden queen bed frame and mattress and bed linens, which are located in the upstairs bedroom of the marital home, (2) one brown leather sofa, which is located in the living room of the marital home, (3) the television, which is located in the living room of the marital home, (4) two corner dish cabinets, (5) one round glass-top table, (6) one table lamp, (7) three rugs, (8) dishes and glass wear, and (9) other personal documents and memorabilia such as her certificates and photographs, which are all located in the marital home. On April 6, 2015, counsels for Husband and Wife shall accompany Husband to his apartment to retrieve Wife's jewelry, and her counsel shall provide the jewelry to her. Wife shall also be awarded her items of jewelry, which were gifts to her. Wife shall be awarded these items of personal property and household items free and clear of any claim, title, or right of Husband. Husband shall be awarded all personal property at the marital home and his apartment.

In addition, each party shall receive their personal clothing, shoes, accessories, jewelry, personal effects and items of household goods or personal property in their possession, gifted to

them, inherited by them, or which they brought into the marriage, free and clear of any claim, title, right and/or interest of the other spouse.

4. **VEHICLES**. Wife is awarded all right, title and interest in and to the 2012 Honda Odyssey, Vehicle Identification Number SFNRL5H6XCB135249, which is encumbered. Husband shall pay the remaining balance owed on said vehicle within thirty (30) days and provide Wife with clear title to the Honda Odyssey. Within fifteen (15) days of receiving proof of clear title from Husband, Wife shall be required to obtain her own car insurance policy for the vehicle. Wife shall be shall assume sole and separate responsibility for paying any liabilities, repairs, and other obligations relating to this vehicle and shall hold Husband harmless and indemnify her from any liability thereon.

Husband is awarded all right, title and interest to the 2012 Honda Pilot, Vehicle Identification Number 5FNYF3H5XCB032723, which is encumbered. Husband shall assume sole and separate responsibility for paying any liabilities, repairs and other obligations relating to said vehicle and shall hold Wife harmless and indemnify her from any liability thereon.

5. **BANK ACCOUNTS**. Each party shall be awarded those accounts at banks in their separate names free and clear of any claim, title, right and/or interest of the other party.

6. **INVESTMENT ACCOUNTS**: Wife is hereby awarded all right, title, and interest in and to any and all investment accounts in her sole and individual name, and Husband is hereby divested of any and all right, title, and interest he may have in and to Wife's investment accounts.

Husband is hereby awarded all right, title, and interest in and to any and all investment accounts in his sole and individual name, and Wife is hereby divested of any and all right, title, and interest she may have in and to Husband's investment accounts

7. **RETIREMENT ACCOUNTS**. Wife is hereby awarded all right, title, and interest in and to any and all retirement and/or investment accounts in her sole and individual name, and Husband is hereby divested of any and all right, title, and interest he may have in and to Wife's retirement and/or investment accounts.

Husband is hereby awarded all right, title, and interest in and to any and all retirement and/or investment accounts in his sole and individual name, and Wife is hereby divested of any and all right, title, and interest she may have in and to Husband's retirement and/or investment accounts.

8. **ALIMONY**. In accordance with the Prenuptial Agreement between the parties executed on November 21, 2008, each party waives all claims or rights to any and all types of alimony from the other party.

9. **DEBTS**. Each party shall be responsible for paying any indebtedness that he or she may have incurred during the marriage in his or her separate names and hold the other spouse harmless from any further liability thereon. The parties agree not to incur any new debt in the name of the other party, or in the joint names of the parties, as of the date of signing of this Marital Dissolution Agreement.

10. **HEALTH INSURANCE**. The parties stipulate that they have complied with the provisions of *Tennessee Code Annotated*, § 56-7-2365 and hereby acknowledge that Husband provided Wife with the required statutory notice and Wife knows the COBRA continuation is available.

11. **TAXES**. The parties shall file joint income tax returns for 2014 and cooperate in the filing of the same. Any tax refund for prior years for joint tax returns filed by the parties shall be divided in proportion to their total income on the return. The parties further

agree that, if any claim is made or imposed on account of additional tax, interest or penalty or adjustment arising out of any joint return which understated income and/or overstated deductions of one of the parties, which was not known to the other, then such claim or liability shall be the responsibility of the party whose understated income or overstated deductions resulted in the claim or liability and that party hereby agrees to indemnify and hold the other party harmless from any loss, expense and damage on account thereof.

The parties intend and agree that all transfers of property as provided for herein are subject to the provision Section 1041, Internal Revenue Code of 1954 as amended, entitled "Treatment of Transfers of Property Between Spouses or Incident to Divorce", and that they shall be accounted for and reported on his or her respective individual income tax returns in such a manner such that no gain or loss shall be recognized as a result of the division and transfer of property as provided for herein. Each party shall file his or her Federal and State tax returns, and report his or her income and losses thereon, consistent with the foregoing intent of reporting the division and transfers of property as a non-taxable event.

12. **WAIVER.** By signing this Agreement, each party indicates that they do not want to proceed with formal discovery, including completing interrogatories and request for production of documents or discovery deposition that are designed to discover assets or debts. The parties further release the attorney of record from any obligation to complete the discovery process. The parties acknowledge that to the best of their knowledge there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets in which they have an interest and the parties warrant and represent that the individual values placed upon the assets by the parties to this cause are fair

and accurate representation of the value of the asset. Should it develop that there were any undisclosed assets, the party to whom the assets were not disclosed shall have a right to an equitable share of same or if it is later determined that the value of an assets was intentionally or negligently misrepresented by either party, the party to whom the misrepresentation was made shall have a right to an equitable share of the true fair value of the asset. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement. Each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress of undue influence.

13. **ATTORNEY'S FEES AND MEDIATION COSTS**. Husband shall be solely responsible to pay all of his individual and separate attorney fees to his attorney, Helen S. Rogers and the law firm of Rogers, Kamm & Shea. Wife shall be responsible for paying her attorney fees and costs owed to her attorneys, Penny Harrington and Jonathan S. Carlton, and the Harrington Law Office. Costs of mediation shall be paid by Husband.

14. **CREDITORS**. Pursuant to the provisions of Tenn. Code Ann. § 36-4-134, by their signatures appearing below the parties warrant and acknowledge they have each read and understand the following notice: The provisions of this Marital Dissolution Agreement do not necessarily affect the ability of a creditor to proceed against a party to this Agreement, or that party's property, even though the party is not responsible to a creditor under the terms of this Agreement for an account, any debt associated with an account, or any debt. It may be in a party's best interest to cancel, close, or freeze any jointly held accounts.

15. **TORT CLAIMS**. The parties further agree that by executing this Marital Dissolution Agreement they are releasing, discharging and forever barring any possible tort claims which they may have against each other, including those that could arise from contractual matters which are negotiated in this Marital Dissolution Agreement. The parties understand that

they are forever barred from raising any tort claim, or tort claim arising from contractual matters in the future, out of any matters which were incurred in this marriage or which may have been incurred in the process of this divorce action.

16. NON-DISCHARGEAGILITY. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts, or payments and/or indemnify and hold the other party harmless from any liability therefore, such obligation shall be deemed to be a support obligation under Title 11 U.S.C.A. § 523(a)(5) or Title 11 U.S.C.A. § 523(a)(15), which is not dischargeable in Bankruptcy as to the other party.

17. INDEMNIFICATION. In the event a creditor of either party seeks makes a claim against the other party, which is upheld by a Court of competent jurisdiction to pay any debt for which the other party is responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

18. ENFORCEMENT. In the event that it becomes reasonably necessary for either party to institute or defend legal proceedings relating to the enforcement of any provision of this Agreement, the successful party shall also be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in connection with such proceedings.

19. INCORPORATION INTO FINAL DECREE. It is understood and agreed between the parties that this Agreement shall be introduced in the proceeding now pending in the **Fourth Circuit Court for Davidson County, Tennessee.** This Agreement is submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

20. FINAL SETTLEMENT. It is understood and agreed between the parties that this agreement is intended to be a final settlement of all property rights and support rights and

obligations of the respective parties hereto and shall constitute a discharge of any and all claims arising out of their marital relationship. Each party hereby waives and relinquishes to the other all rights or claims which each of them may have or hereinafter required under the law of any jurisdiction with respect to the other's property, including, without limitation, dower, curtsey, statutory allowance, homestead rights, right to take against the will of the other, inheritance, dissent, or distribution, or right to act as an administrator or executor of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

21. **REVOCATION OF BENEFICIARY.** The parties agree that, except as otherwise provided by the terms of this Agreement, all documents heretofore executed by either party which designate the other party as a beneficiary, if any, will be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this Agreement that neither party will receive any proceeds as a beneficiary of the other party from and after execution of this Agreement unless otherwise provided by the terms of this Agreement or unless a new beneficiary designation is hereafter executed designating the other party as a beneficiary.

21. **BINDING.** This agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns.

22. **FULL DISCLOSURE.** The parties acknowledge that there are no assets owned by them, either jointly or separately, and that they have no interest in any other assets other than those which are reflected by the terms of this Agreement. The parties warrant and represent that they have made full and complete disclosure to each other and their respective attorneys of all

assets in which they have an interest. Should it develop there were undisclosed assets, the party to whom the assets were not disclosed shall have the right to an equitable share of same. This claim is specifically reserved to each party and is not discharged by the remaining terms of this Agreement.

23. VOLUNTARY AGREEMENT. Each party represents to the other and acknowledges that this Agreement is entered into without undue influence, fraud, coercion, collusion or misrepresentation and or for any reason not herein stated. The provisions of this agreement and their legal effect are fully known by each other of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being entered into voluntarily. Both parties are represented by counsel.

24. ENTIRE UNDERSTANDING. This agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

25. SEVERABILITY. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

26. EXECUTION OF DOCUMENTS. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

27. AMENDMENT OF AGREEMENT. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, and this requirement cannot be waived by oral agreement.

28. TENNESSEE LAW. This Agreement shall be construed under the laws of the State of Tennessee.

29. ENFORCEMENT BY MOTION. The parties acknowledge that the signing of this Agreement shall confer on either party the right to compel enforcement of this Agreement by motion to the Court.

30. TAX CONSEQUENCES. The parties acknowledge that they have been separately advised by their respective attorneys that there may be certain tax consequences pertaining to this Agreement, that neither attorney has furnished tax advice with respect to this Agreement, that each party has been directed and advised to obtain independent tax advice from qualified tax accountants or tax counsel prior to signing this Agreement and that they have had the opportunity to do so, if applicable; and have availed themselves of that opportunity by obtaining said tax advice.

31. REAL ESTATE ADVICE. The parties acknowledge that they neither received not relied upon their counsel in this divorce for expert legal advice in real estate law. Both parties acknowledge and understand that they had the opportunity to consult with a real estate attorney and knowingly and voluntarily waive the opportunity. Similarly, they understand that a title search and home inspection may reveal information not known to them about their real estate, but they have elected to forgo those processes and to nonetheless enter into this agreement.

IN WITNESS WHEREOF, the parties have set their signatures.

04/06/2015.
DATE

Nihar Ranjan Saha
NIHAR R. SAHA

4/6/2015
DATE

Rina Paul
RINA PAUL SAHA

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Laura Schumacher, a Notary Public in and for the aforesaid State and County, **NIHAR R. SAHA**, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee, this 6th day of April, 2015.

Laura Schumacher
Notary Public

My commission expires: 11/6/17

LAURA C. SCHUMACHER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 11-6-2017

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Laura Schumacher, a Notary Public in and for the aforesaid State and County, **RINA PAUL SAHA**, the within named bargainor, with whom I am personally acquainted, and who, after being duly sworn, acknowledged that she executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Nashville, Tennessee this 6th day of April, 2015.

Laura Schumacher
Notary Public

My commission expires: 11/6/17

LAURA C. SCHUMACHER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 11-6-2017

It is therefore **ORDERED, ADJUDGED AND DECREED** that all parts and portions of the Martial Dissolution Agreement executed by the parties and incorporated herein, are hereby approved by the Court and made a judgment hereof in all respects; and it is further.

ORDERED, ADJUDGED AND DECREED that Plaintiff/Husband, Dr. Nihar R. Saha, is hereby awarded an absolute divorce from Defendant/Wife, Rina Paul , on the grounds of irreconcilable differences, and the parties are hereby restored to all the rights and privileges of unmarried persons; and it is further.

ORDERED, ADJUDGED AND DECREED that the each party shall pay their respective attorney fees; and it is further.

ORDERED, ADJUDGED AND DECREED that any remaining court costs of this cause shall be equally divided between the parties , for which execution may issue if necessary; and it is finally.

ORDERED, ADJUDGED AND DECREED that execution may issue to enforce any of the provisions in this Final Decree of Divorce.

The addresses of the parties are as follows:

Dr. Nihar R. Saha
523 Rivercrest Cove
Nashville, Tennessee 37214

Rina Paul
532 Rivercrest Cove
Nashville, Tennessee 37214

DATED this 22nd day of April, 2015.

JUDGE PHILIP E. SMITH

APPROVED FOR ENTRY:

HELEN SFIKAS ROGERS, NO. 7025
CALLIE K. HINSON, NO. 033342
ROGERS, KAMM & SHEA
Attorney for Husband
The Wind in the Willows Mansion
2205 State Street
Nashville, Tennessee 37203
(615) 320-0600 (Telephone)
(615) 320-9933 (Facsimile)

signed with permission by:
Callie K Hinson
BPR# 033342

PENNY HARRINGTON, NO. 09983
JONATHAN S. CARLTON, NO. 29768
HARRINGTON LAW OFFICE
Attorneys for Wife
Historic Germantown
1215 Seventh Avenue North
Nashville, Tennessee 37208
(615) 320-9977 (Telephone)
(615) 320-9929 (Fax)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this the 22 day of April 2015, a true and exact copy of the foregoing **Final Decree** has been forwarded to the persons listed below:

Penny Harrington, Esq.
Jonathan S. Carlton, Esq.
Harrington Law Office
Attorneys for Wife
Historic Germantown
1215 Seventh Avenue North
Nashville, Tennessee 37208

✓	Deposit in the U.S. Mail, Postage Prepaid
____	Hand Delivery
____	Fax
____	Certified Mail, Return Receipt Requested
____	Email

CALLIE K. HINSON

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 22 day of APRIL, 2015, in Docket Number 13D1976 between SAHA, NIHAR RANJAN, Plaintiff, and PAUL, RINA, Defendant, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 12 day of APRIL in the year two thousand nineteen and in the 242nd year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

