**SEPARATION DEED BETWEEN HUSBAND AND WIFE**

 **THIS DEED OF SEPARATION MADE BETWEEN

Sh.\_\_\_\_, S/o\_\_\_\_\_, R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the husband') which expression shall unless the context so requires including his successors, executors and administrators of the one part

AND

Smt.\_\_\_\_, W/o\_\_\_\_\_, R/o\_\_\_\_\_\_\_\_\_ (hereinafter called "the wife") of the other part.

WHEREAS the parties to this deed are husband and wife and living as such since the solemnisation of their marriage.

WHEREAS owing to differences between the husband and the wife they have mutually consented to live separate from each other and to enter into an arrangement hereinafter contained.

AND WHEREAS the husband has by the wife one child by the name "\_\_\_\_\_\_\_ (name of the child)".

NOW THE PARTIES TO THIS DEED HERETO MUTUALLY CONSENT AS FELLOWS:

1. The wife may at all times after it live independently, separately and disassociated from the husband in all relations not restrained from command/influence of husband and without his dominance.

2. Neither the husband nor the wife shall disturb the other nor intervene or bring a suit for restitution of conjugal rights against the other.

3. The wife shall be having at all times after it sole custody/control of the aforesaid child and with his education/upbringing during his minority. But, the husband at all convenient/reasonable times can meet his child and free to correspond with them.

4. The husband shall be paying an allowance of Rs.\_\_\_\_ to the wife during her life time for sustaining on the 1st day of each month per advance. But, this condition shall be available to her only till she continues to live a chaste life and remain unmarried and perform and observe the conditions/terms herein stated.

5. In addition to the monthly payments specified in clause 4 hereto the husband shall also be paying a monthly amount of Rs.\_\_\_\_\_ for sustenance/education of the child. This sum of monthly sustenance shall be paid till child attaining age of \_\_\_\_ years. The wife shall sustain and educate the child out of this amount and shall keep the husband compensated from and against all claims/demands concerning the sustenance/education of the child. The allowance herein specified shall not be paid if prior attaining the age stated above the child begins to earn his own livelihood or in case of his death.

6. The wife shall be free in removing from her husband's house all her clothing’s, jewellery and personal effects including all her separate property.

7. After the date of this agreement, the wife shall be paying/discharging all debts with liabilities incurred by her. The wife undertakes to keep the husband, compensated thereto and if the husband has to pay any such debts/liabilities he will be free in deducting the same from the maintenance allowance of the wife.

8. If wife expires during lifetime of husband all her separate estate, movable/immovable, remaining undisposed of in her lifetime/by WILL, shall be given to the person/persons becoming entitled to it if husband expired in her lifetime. If the husband is living, he shall allow her will to be proved or administration to her estate to be taken out by such person or persons.

9. On cohabitation of the parties and returning to cohabitation or dissolving their marriage or on they judicial separation due to of any misconduct of the wife occurring after the date hereof then and in any such case all the agreements/enactments herein contained shall become void but without prejudicing the right of any party in taking proceedings concerning any antecedent breach of any such agreement or enactment.

10. This deed shall be cancelled per death of the wife (or, by the death of either of the parties hereto).

IN WITNESS WHERE OF, the parties have executed this Agreement as of the date first above written.

Husband: Wife:

Date:

Witnesses:

Place:

1.

2.**