

Separation Agreement between Husband and Wife

THIS CONTRACT made at..... on this day of2005, among X, son of Y, resident of (Hereinafter called "the husband") of the ONE PART and Smt. A his wife (hereinafter called "the wife") of the OTHER PART.

WHEREAS the husband and wife are living separately due to differences and disputes having arisen between them; and

AND WHEREAS they want to live separate, apart from each other and intend to live separate at all times henceforward unless there is any reconciliation.

NOW THIS CONTRACT WITNESSETH THAT:

1. The parties shall live distinctly and apart from each other and no party shall have any right, authority over the other or shall institute any permitted proceeding for restitution of conjugal rights or then.
2. The husband shall during the life time of the wife pay to her a sum of Rs..... p.m. for her maintenance and the maintenance of the children. However, if the wife does not lead a chaste life, the husband shall be entitled to stop the payment of maintenance grant after giving her notice.
3. The wife shall be entitled to the custody and guardianship of the children of the marriage, namely C and D now aged Years and years, respectively. The wife shall uphold and teach the said children until they shall respectively attain the age of majority. The husband shall not be liable for any claim or demands of the children and the wife shall keep the husband indemnified from and against all claims and demands in respect of such children.
4. The wife shall pay for and release all obligations or debts incurred by her after the date of these presents, whether for keep, support or otherwise and the husband shall not be liable for the same. The wife cover and have insured the husband against all claims, actions and demands on that version and if the husband has to pay any sum on account of the obligations of debts suffered by the wife, he is entitled to subtract the same from the amount payable to the wife under this agreement.
5. The wife may remove all her tiring apparel, jewels and other private belongings, etc. fitting to her from the husband's place and retain the said goods as her separate properly.
6. The husband may have the access to the children at every Sunday between 9.00 A.M. to 9.00 P.M. He may have the only culture of the children in the said timings on the said day.

7. Nevertheless whatever limited in this contract, it is specifically decided that if at any time hereafter, the parties live collected as husband and wife with joint consent, then in that case, the said sum owed to the wife-under this contract shall no longer be payable and the agreements herein above contained shall become void.

8. This agreement shall be annulled by the passing of either the husband or wife.

9. This contract shall be executed in spare. The original shall be reserved by the husband and spare by the wife.

IN EYEWITNESS WHEREOF, the parties have set their individual needles to these presents and a identical hereof on the day and year first herein above written.

Signed and brought by the within named husband X

Signed and delivered by the within named wife Smt. A

WITNESSES;

1.

2.