**SEPARATION DEED BETWEEN HUSBAND**

**AND WIFE WITH A TRUSTEE**

THIS DEED OF SEPARATION made on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

BETWEEN

Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

S/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

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

Smt.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 W/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the wife") which expression shall unless the context so needs including her successors, executors and administrators of the second part.

AND

Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 S/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the trustee") which expression shall unless the context so needs including his successors, executors and administrators of the third part.

WHEREAS due to mutual disagreements between the husband and wife they have consented to live separate from each other and to enter into the arrangement for sustenance per terms after it contained.

AND WHEREAS the husband bears by the wife two children under name "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" and "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" (names of the child).

NOW THIS DEED WITNESSES and the husband and wife hereby agree with each other and separately with the trustee, and the trustee so agrees with the husband as far as the covenants and enactments after it contained are or should be performed or obeyed by the wife or the trustee, the parties agree as follows:

1. The wife may always after it independently, separately not associated from the husband in all respects unchecked from the influence/command of the husband and without his governance.

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

3. The wife shall always after it be sole custodian/control of above stated children with their education and upbringing during their minority. If the husband shall at all convenient/reasonable times bear access to the children and the liberty to correspond with them.

4. The husband shall during the life of the wife and so long as she remains chaste pay to the trustee the fixed payment of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in trust for the wife as her separate estate. The said payments shall be paid in advance by equated monthly installments on the 1st day of each month and the wife shall have no power during her cover to anticipate the same.

i. The trustee shall wisely invest the principal money as paid to him and his free withdraw the money and invest it on any other investment of any type hereby empowered;

ii. The trustee shall be paying income of the investment with interest received by him from husband to wife during the joint life of the husband and wife and till the wife remains chaste without power of anticipation;

iii. After the expiry of husband or wife the trustee shall keep the said investments with principal money and interest received by him hereunder in trust for their survivor;

iv. The wife shall not be empowered to dispose of such reversionary interest by way of anticipant;

5. The wife shall sustain herself and while meeting expenditures of all kinds out of as laid for her by this deed.

6. The wife shall be free hence fourth to remove from the husband's house all her clothing, jewelers and personal effects including everything belongs to her as her separate property.

7. After the date of this agreement, the wife shall pay and discharge all debts and liabilities incurred by her. The wife undertakes to keep the husband, compensated there from. If husband has to pay any such debts/liabilities he will be free in deducting the same from the sustenance allowance of the wife.

8. If wife expires per life term of husband, her whole separate estate, movable/immovable, remaining indisposed of in her lifetime or per will, shall be bested to person/persons becoming entitled to it. If the husband expired in her lifetime. If the husband is alive, he shall allow her Will to be proved or administration to her estate to be taken out by such person or persons.

9. If parties reconciling and returning to cohabitation or their marriage shall be ended or shall be judicially separated due to misconduct of the wife as on after this date and in any such case all the agreements and enactments stated herein shall become null and void but not prejudicing the right of any party to start proceedings concerning any antecedent contravention of any such agreement or enactment.

10. This deed shall be cancelled 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.

Witnesses:

1.

2.