**Agreement Between Husband and Wife for Separation and Maintenance**

**This Deed of Separation and Maintenance made on the \_\_\_ day of \_\_\_\_, between:**

**Sh. [Husband's Name], S/o [Husband's Father's Name], R/o [Husband's Address] (hereinafter referred to as "the husband"), which expression shall, unless the context so requires, include his successors, executors, and administrators, of the one part,**

**AND**

**Smt. [Wife's Name], W/o [Wife's Husband's Name], R/o [Wife's Address] (hereinafter referred to as "the wife"), which expression shall, unless the context so requires, include her successors, executors, and administrators, of the other part.**

**WHEREAS, owing to mutual differences between the husband and wife, they have mutually consented to live separately from each other and have entered into an arrangement for sustenance as per the terms stated herein.**

**NOW, BY THIS DEED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

**1. The husband shall pay an allowance of Rs. [Monthly Allowance Amount] to the wife within her lifetime for her maintenance and sustenance, as well as for the support of their children, on the 1st day of each month in advance. However, this provision will be applicable as long as she lives a chaste life and obeys the conditions/terms stated herein.**

**2. The wife shall have sole custody and control of the children, including their education and upbringing during their minority or until they are married.**

**3. After the date of this agreement, the wife shall be responsible for paying and discharging all debts and liabilities incurred by her. The wife undertakes to indemnify the husband against any such debts or liabilities. If the husband is required to pay any such debts or liabilities, he shall have the right to deduct the same from the maintenance allowance payable to the wife.**

**4. The wife shall refrain from initiating any legal proceedings to terminate the marriage against her husband, except in cases of adultery on the husband's part, and only after the date of this agreement. In the event that the husband fails to pay the monthly allowance as stipulated above, the wife shall have the option to either enforce the terms of this agreement or take appropriate legal action.**

**5. This deed shall be considered null and void upon the expiration of the wife's life or upon the expiration of either party hereto.**

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

**Husband:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Wife:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Witnesses:**

**1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**