IN-FAMwed01

Prenuptial agreement

This deed is dated: [date]

It is made between:

[Name 1] [full name]

and

Name 2] [full name]

Background:

The parties intend to enter into Marriage shortly. Before they do so, they intend by this deed to make irrevocable arrangements in respect of their financial affairs. ■ ■ ■

“Marriage”	state of being united to a person of the opposite sex as husband or a wife in a consensual and contractual ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ “ ■ ■ ■ ■ ” ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
“Separation”	means any legal termination of the relationship, whether by divorce or any other process recognised in ■ ■ ■ ■ ■ ■ ■ ■ “ ■ ■ ■ ■ ” ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
"Sum Due"	means the sum due by the richer party to the ■ .
"Total Assets"	means all Property, Financial Assets and Possessions.
"Total Income"	means the average income, after payment of tax, as declared in a tax return, over ■ .

2. Interpretation and basis of agreement

This agreement shall be interpreted as ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

2.1. This is intended to be a contractual document to record arrangements made both during the Marriage and after Separation. However, no cause of action shall lie for a breach of this agreement until after the parties have separated ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted].

2.6. This agreement and its schedules / attachments are to be taken together so as to give effect to all of them as far as possible with each document helping to interpret the others. But if there is any conflict or [redacted], [redacted].

2.7. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail. If a version of this agreement [redacted], [redacted].

3. Effective date

The provisions of this agreement shall apply from the date of Marriage and shall continue so [redacted].

4. Considered and true intention

4.1. Each of the parties has made this deed with the intention of being bound by it and after having received proper professional advice about [redacted].

4.2. Each of the parties states that he/she enters into this agreement of his/her own free [redacted].

5. Entire agreement

5.1. This agreement contains the entire agreement between the parties and supersedes all [redacted].

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5.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information ■ ■ ■

6.5. [Enter name] is the sole beneficial owner of the Home and [name] will not acquire any ■■■

9.2. Personal property owned by one party before [redacted] / [redacted].

9.3. Except to the extent that he may have made gifts to the other of [redacted], [redacted], [redacted], [redacted], [redacted].

9.4. Each party shall continue at all times to have the full right and authority, in all [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

9.5. Attached to this agreement are two [redacted]: [redacted].

9.6. Personal property acquired by either of us after the date of this agreement shall continue to [redacted] [[redacted] / [redacted] / [redacted]].

9.7. Personal property acquired jointly by [redacted].

10. Banking and cash arrangements

10.1. We will maintain a joint bank account ("The Joint Account"). We will pay into this [redacted]. [redacted] [[redacted]] [redacted]. [redacted] [[redacted]] [redacted].

10.2. The money in the Joint Account shall belong to us [redacted].

10.3. Any money in any bank [redacted].

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11. Living expenses

11.1. "Living expenses" means:

11.1.1 maintenance of ■■■

12.2. A purported gift of part or all [redacted].

12.3. A consumer credit agreement or other [redacted].

12.4. A consumer credit agreement or other loan arrangement entered into by both parties shall be a joint [redacted], [redacted]/[redacted], [redacted]/[redacted].

13. Children arrangements now

If and when [redacted], [redacted].

13.1. We accept that we have a full and joint responsibility for [redacted]-[redacted].

13.2. We shall share legal custody [redacted].

13.3. We agree that our Children shall be [redacted] [[redacted]/[redacted]/[redacted]/[redacted]/[redacted]] [redacted].

OR

13.4. We agree that our Children shall be brought [redacted].

13.5. Neither of us may take any Child out of the Republic of India without the [redacted], [redacted]. [redacted]

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The following provisions apply specifically [redacted] - [redacted].

14. Each shall keep own Total Assets

Except as otherwise specified below, [redacted].

[Below is a [redacted]. [redacted] *].*

15. Our Home

15.1. If, at the date of Separation, the Home is [redacted], [redacted].

15.2. Neither party shall claim to remain [redacted], [redacted].

OR

15.3. The parties agree that from the date of Separation, they shall hold the beneficial interest in the Home in the proportions in which they have [redacted], [redacted] ([redacted]).

OR

15.4. [name] is the sole beneficial owner of the Home and regardless of any contribution [redacted] [[redacted]], [[redacted]] [redacted].

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15.5. The Home will be sold and ■ ■ ■

16.5. The Home shall not ■ ■ ■

17.4. Maintenance payments shall be made for ■ [18 / 21] ■ ■ ■ ■ .

18. Maintenance of wife / husband / partner

In the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

All of this paragraph is a menu ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

18.1. The provisions in this ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted] .

18.6. So far as concerns Total Income, the Total Income of each party shall be calculated and if the [redacted] [20] % [redacted] , [redacted] .

18.7. If the Total Income of the richer party exceeds the Total Income of the poorer [redacted] [20] %, [redacted] / [redacted] .

18.8. Maintenance payments shall be paid monthly by any [redacted] .

18.9. Maintenance payments shall be increased each year by [redacted] .

18.10. Maintenance payments shall cease if [redacted] .

18.11. [redacted] [5] [redacted] .

18.12. [redacted] [[redacted]] [redacted] . [redacted] [20] % [redacted] [[redacted]] [redacted] .

18.13. [redacted] .

18.14. [redacted] [[redacted]] [redacted] .

18.15. [redacted] , [redacted] / [redacted] [20] %, [redacted] .

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18.16. [redacted] [redacted] [redacted] .

19. Family Company of one party

19.1. [redacted] , [redacted] , [redacted] [100] % [redacted] .

19.2. [redacted] , [redacted] . [redacted] , [redacted] .

19.3. [redacted] , [redacted] , [redacted] :

19.3.1 [redacted] ;

19.3.2 [redacted] , [redacted] ;

19.3.3 the net asset value of the company;

19.3.4 [[redacted]] [redacted] .

[redacted] .

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20. Family Company of both parties

[redacted].

20.1. [redacted].

20.2. [redacted].

20.3. [redacted].

20.4. [redacted].

20.5. [redacted] [redacted]/[redacted], [redacted] [redacted]/[redacted], [redacted] [12] [redacted] [redacted]/[redacted].

20.6. [redacted]: [redacted].

21. Capital payment by one party to the other

21.1. [redacted] [redacted].

21.2. [redacted], [redacted].

21.3. [redacted].

21.4. [redacted].

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21.5. [redacted] [50] % [redacted] .

21.6. [redacted] [50] %, [redacted] .

21.7. [redacted] , [redacted] [[redacted]] [redacted] :

Duration of marriage	% of difference to be transferred
Under five years	05
Five to ten years	10
Ten to fifteen years	15
Fifteen to twenty years	20
Over twenty years	25

21.8. [redacted] .

21.9. [redacted] , [redacted] .

22. Confidential information

22.1. [redacted] , [redacted] . [redacted] , [redacted] , [redacted] . [redacted] , [redacted] / [redacted] , [redacted] ;

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22.2. [redacted]

23. Death of a party

23.1. [redacted]

23.2. [redacted]

23.3. [redacted]

23.4. [redacted]

23.5. [redacted]

24. Miscellaneous matters

24.1. [redacted]

24.2. [redacted]

24.3. [redacted]

24.4. [redacted]

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[redacted], [redacted].

24.5. [redacted].

24.6. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

24.7. [redacted], [redacted].

24.8. [redacted], [redacted].

24.9. [redacted], [redacted].

25. Statement of understanding

[redacted], [[redacted]] [redacted] [[redacted] - [redacted] - [redacted]] [redacted].

[redacted], [redacted]

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[redacted].

Signed .....

[redacted], [redacted] [redacted] [redacted] - [redacted] - [redacted] [redacted].

[redacted], [redacted] [redacted].

Signed:

[redacted]

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Signed as a deed by [name]

Signature:

Witness: Name:

Address:

Signed as a deed by [name]

Signature:

Witness: Name:

Address:

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Schedule 1: List of assets of Mr [name]

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Schedule 2: List of assets of Ms [Name]

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Explanatory notes:

Prenuptial agreement

General notes

1. Working out what to put in this document

No two people have the same joint circumstances as any other couple. We have prepared this document as the basis - a framework if you like - for a sensible deal. It is totally flexible. You can change the terms as you wish. However, we strongly advise that you first “play” with different scenarios and different sets of figures. You can use ■ ■ ■

We cannot over emphasize the importance of openness in setting out assets at this time - right now. At divorce, any judge will take the view that the paying party is likely to have failed ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

If you own a house now, this is your opportunity to decide what happens if one of you ■ ■ ■

14. Each shall keep own Total Assets

Do not touch or move this important provision.

15. Our Home

We have provided several alternatives for home ownership and division. The first thing to consider is the basic legal proposition that where land (real property) is held by two or more people, technically, they hold as trustees. They are usually trustees for themselves. The "trust" may be for them as tenants in common or joint tenants. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ : ■ , ■ " ■ ■ ■ ■ " ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted].

We hesitated to include this provision because it is now unusual for the appropriate order [redacted], [redacted]. [redacted], [redacted]. [redacted].

Most divorce settlements now provide for a capital sum to replace an entitlement to maintenance. A [redacted] “ [redacted] ?” [redacted], [redacted]. [redacted].

Other problems to discuss are: what happens to the income of the mother [redacted] ? [redacted], [redacted]. [redacted] ? [redacted] ?

Remember to provide how [redacted], [redacted].

19. Family Company of one party

We think this is the right provision when a couple first [redacted]. [redacted], [redacted]. [redacted], [redacted], [redacted].

Judges find it difficult enough to decide what is fair at the time of a divorce, [redacted]. [redacted]. [redacted], [redacted].

In our experience this is an emotive area which can cause enormous anguish at divorce. In the writer’s opinion the problem [redacted]. [redacted]

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[redacted].

Reference may be made to a specific business or company when arrangements are under consideration. [redacted].

20. Family Company of both parties

We [redacted].

21. Capital payment by one party to the other

We have provided a simple framework. You decide what [redacted].

22. Confidential information

A confidentiality provision is rare in a family law document. [redacted].

23. Death of a party

In any event, either [redacted].

This paragraph is a series of [redacted].

24. Miscellaneous matters

A number of [redacted].

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Some are relevant to particular paragraphs in ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■