

## PREMARITAL AGREEMENT/PRENUPTIAL AGREEMENT

THIS PREMARITAL AGREEMENT is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ BETWEEN ABC, adult, unmarried, of \_\_\_\_\_, Indian Inhabitant, having address at \_\_\_\_\_, hereinafter referred to as **“ABC”** of the ONE PART; AND XYZ, adult, unmarried, of \_\_\_\_\_, Indian Inhabitant, having address at \_\_\_\_\_, hereinafter referred to as **“XYZ”** of the OTHER PART;

ABC and XYZ are hereinafter, wherever the context so requires, collectively referred to collectively as *“Parties”* and individually as *“Party”* respectively.

### WHEREAS:-

- (a) The Parties hereto intend to marry each other on \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_. In view of their imminent marriage, the Parties, for the purpose of minimizing conflicts regarding financial matters during their planned marriage, wish to record their rights and obligations in and to each other’s assets and properties *including the assets and properties which each of the Parties currently and separately own, which each will acquire separately during the marriage and/or which both will acquire*

*jointly during subsistence of the marriage*, in the event the marriage of the Parties is terminated/dissolved. For the purpose of this Agreement, “Property” or “Properties” shall mean and include movable and/or immovable property.

- (b) By this Agreement, the Parties hereto intend to do the following:-
- (i) identification of their respective separate properties owned or claimed by each of them at the time of execution of this Agreement or at the time of the Marriage;
  - (ii) acknowledge that properties which may come to either of them by sale, gift, devise, bequest, inheritance or in any other manner during the Marriage, is the separate property of the Party receiving or acquiring it;
  - (iii) partition, divide and exchange between themselves certain properties expected to be acquired and/or acquired by the Parties prior or during the Marriage;
  - (iv) acknowledge that each Party shall retain and have sole ownership, management, control and/or disposition rights over his or her respective separate property;
  - (v) agree that the character of all assets and properties and interests designated in this Agreement as the separate property of a Party will be preserved as separate property during and after the Marriage and any enhanced value of such separate property resulting from the time, toil and

**PAGES 3 TO 18  
NOT AVAILABLE  
FOR PREVIEW**

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