**Compromise Deed Between Husband And Wife**

THIS COMPROMISE DEED made at this \_\_\_\_\_\_\_\_ day\_\_\_\_\_\_\_

BETWEEN

Shri\_\_\_\_\_\_\_\_\_\_\_ Son of Shri \_\_\_\_\_\_\_\_\_\_\_\_ age\_\_\_\_ years, occupation \_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_\_ hereinafter called the HUSBAND, (which expression shall, unless repugnant to the context, mean and include his heirs, executors, administrators and assigns) of the One Part

AND

Smt.\_\_\_\_\_\_\_\_\_\_\_\_ Daughter of \_\_\_\_\_\_\_\_\_\_\_\_\_ age \_\_\_\_\_\_ years, occupation \_\_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_\_\_hereinafter called the WIFE, (which expression shall, unless repugnant to the context, mean and include her heirs, executors, administrators and assigns) of the Other Part.

WHEREAS the parties hereto are husband and wife, their marriage having been solemnized at on as per the Hindu religion, vaidic rites and ceremonies;

AND WHEREAS out of their wedlock, the parties hereto have Two daughters;

AND WHEREAS of the Two daughters, one have already been married and they are also well provided for;

AND WHEREAS during so many years in the past, the parties hereto have realised that their liking, tastes of life, temperaments, ideas, ideologies, thinking, aptitudes, attitudes, intellectual capacities, feelings, moods, nature and general approach to life are so different from each other that only on those and the like several other reasons, they have always had not been able to hit it off together;

AND WHEREAS on account of such differences between the parties, there have been frequent quarrels and court litigations during the recent past;

AND WHEREAS under such peculiar and very delicate circumstances of family affairs, the parties hereto decided to live apart and also to let live each other peacefully for their mutual interests;

AND WHEREAS the parties hereto have also decided to sort out their problems amicably and by entering into a memorandum of understanding;

AND WHEREAS the parties hereto have worked out the terms and conditions of their agreement and also decided to reduce the same into writing;

NOW, THIS DEED WITNESSES, and it is hereby mutually agreed by and between the parties as follows :

1. That the parties hereto do hereby declare and confirm that the memorandum of understanding under these presents does not amount to any collusion on their part, and they do hereby further and once again declare and confirm that they sincerely enter into and execute this memorandum of understanding only with their full consent and final agreement.

2. That by this agreement, the property bearing No.\_\_\_\_\_, totally admeasuring sqft (Approx.) Situated at along with the bungalow standing thereon has been given to the share of the wife.

3. That the Plot No. S.No. admeasuring sqft (Approx.), adjacent to the said bungalow, which presently stands joints in the names of the parties hereto, has been given to the share of the wife alone.

4. That the property consisting of a shed on the plot bearing No. \_\_\_\_, out of Taluka District which presently stands in the joint names of the parties hereto, has been given to the share of the husband alone. At present, on the said plot of \_\_\_\_ sqft. A shed of \_\_\_sqft is built-up. The land is a rental land in the name of the husband alone.

5. That the vacant land at S.No. \_\_\_\_situated at the revenue village \_\_\_\_ Taluka \_\_\_\_ District \_\_\_\_\_\_\_\_ admeasuring 2 acres is owned by the parties equally, i.e. one acre each, and for demarcation of the said land, the expenses shall be borne out by the parties hereto equally. However, after the demarcation, the wife shall be given the first preference to select the plot of land admeasuring one acre of her choice.

6. That all the transfer of property-deedsmustbe completed maximum within forty five days from the date of the execution of this agreement.

7. That as against the assignment and allotment of the said bungalow as a whole, the Flat No.\_\_\_\_, situate at Cooperative Housing Society, which stands in the name of the wife, has been given to the share of the husband.

8. That since the parties hereto now have the only nubile daughter named Kumari sonu, they have made necessary provision under these presents for her marriage and maintenance, and for that purpose, the husband shall contribute an amount of Rs. \_\_\_\_ lakhs, while the wife shall contribute an amount of Rs. \_\_\_\_ lakhs, and thus making a total amount of Rs. \_\_\_\_ lakhs. Till that time, these amounts shall be kept in fixed deposits in the individual names of the parties hereto within ONE YEAR from the date of the execution of this agreement, and the amounts of interest thereon shall be given by the parties hereto to the said unmarried daughter Kumari Sonu for her maintenance, and she will stay with her mother.

9. That the parties do hereby agree and undertake to spend the whole of the amount of Rs.\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_ Only) for the marriage of the said unmarried daughter Miss Sonuand they also do hereby further agree and undertake to spend equally additional amounts, if any, required for the celebration of the marriage of the said daughter Miss

10. That the parties hereto do hereby declare and confirm that they have mutually agreed to opt for such a course of mutual understanding and amicable settlement with a view to saving a lot of time, money and energy and also serving the cause of their family as a whole, for they now better know that it would always be better and in the interests of both the parties to choose for such a course, because they have, though belatedly but rightly, given a thought to their ideas to the effect that fighting in the courts of law will not serve any purpose, and they also really know that in such family and matrimonial affairs, there is really no winner and there is no loser.

11. That the expenses of stamp duty and registration charges for the transfer of the flat shall be borne out by the husband alone, while euxes, if any, payable to the concerned society and /or the Municipal Corporation, etc. shall be paid out by the wife alone.

12. That the parties hereto do hereby declare and confirm that if there be any other immovable as well as movable properties save and except those mentioned herein shall be owned, possessed and enjoyed by the respective party, and the other party or his/her legal heirs shall have no right, title or interest in or over such property or any part thereof even after the death of the concerned person.

13. That while executing this memorandum of understanding, the wife does hereby agree and undertake to simultaneously withdraw all the criminal complaints, civil suits, family court petitions lodged or filed by her against the husband, and also to extend the fullest cooperation to the husband or any other person authorised by him in all such matters and litigations, and this is a condition precedent put forth by the husband unto the wife for entering into the memorandum of understanding under these presents.

14. That it is also a condition put by the wife that she or the husband will not ask for divorce on any ground in future unless mutually agreed upon.

15. That the parties hereto do hereby agree and undertake not to file any civil action or lodge any criminal complaint against each other in the future.

16. That all other expenses on account of conveyance-deeds such as a gift-deed, release-deed, etc. shall be borne out by the concerned beneficiary, i.e. either of the parties hereto, as the case may be.

17. That the Corporation tax payable till the date for the bungalow will be shared equally by the parties hereto. However, the necessary expenses for clearing the bungalow and the adjacent land as per the new "\_\_\_\_\_\_\_"Law of the Maharashtra Government shall be borne by the parties hereto equally.

18. That if there are any Bank accounts, D-Mat accounts of shares, etc. in the joint names of the parties hereto, the same shall be closed with immediate effect.

19. That if there are any shares in the joint names of the parties hereto, the same shall be retained by the respective party hereto having the possession thereof, and the other party shall cooperate by giving signature, wherever required, to remove the joint name.

20. That in future, neither of the parties shall claim for any maintenance charges or claim any property.

IN WITNESS WHEREOF the parties hereto have signed here under at the date first above mentioned.

Sd/-

HUSBAND

Sd/-

WIFE

Witnesses :

1. Sd/-

2. Sd/-