



American Hindu Prenuptial Agreement

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Governing Jurisdiction:

*This document will be governed by the laws of the State of _____,
United States of America.*

This Prenuptial Agreement is entered on this _____ day of _____,
_____, by and between _____
(hereafter referred to as Husband) and _____
(hereafter referred to as Wife).

The purpose of this agreement is to provide the parties intent to marry each other on
_____ day of _____, _____ in the State of
_____, United States of America, a legal framework of prenuptial
agreement in advance of their marriage. The parties wish to provide clear guidelines for
their religious rights, civil rights, obligations to each other, property and other assets that
they currently own, that which will be acquired separately and that which will be acquired
jointly during the marriage, in the event the marriage is terminated. The parties must
exchange accurate financial information, information about prior marriages and children
from those prior marriages before signing this agreement.

Personal Information:

Husband's Information

Full Name

Address

Prior Marriage: ☐ Children from Prior Marriage: ☐

If yes, names and age of children provided in an attached list and the custodial rights of the father.

Wife's Information:

Full Name

Address

Prior Marriage: ☐ Children from Prior Marriage: ☐

If yes, names and age of children provided in an attached list and the custodial rights of the mother.

Financial Declaration:

Current Property and assets for each party is provided in an attached list.

Separate property is all property and assets not documented as being co-owned and will remain the property of its owner and the other party will not have any right to it.

Shared property is what is owned by both parties before marriage and what will be acquired during marriage. Any shared property that is owned before marriage by both parties is provided in an attached list.

Separate debts are decided only by the parties without any coercion and/or undue influence by third parties. Separate debts are listed individually. Separate debts are debts accrued by each party prior to marriage and will remain the responsibility of the owing party during marriage and in the event of divorce. The other party will not be obligated for those debts at any time. Any separate debt list is provided in an attached list with appropriate financial and/or legal documentation.

Shared debts are all debts not documented in the Separate Debt List as submitted by the parties. Any shared debt at the time of marriage is provided in an attached list with appropriate financial and/or legal documentation.

Clauses for Religious Declaration:

Hindus value religious freedom, respect others to follow their religion freely and expect others to respect their religion.

- Marriage will be performed according to the Hindu tradition of the religious institution where the marriage will be taking place. A civil marriage will also take place. If additional marriage ceremony of other faith is also performed, they will be performed before the Hindu marriage ceremony.
- No conversion will take place and the Hindu will retain his/her faith during and after marriage. No coercion, suggestion or effort will be made to the Hindu spouse regarding conversion to another religion. Any coercion or unwanted pressure to convert to another religion can be grounds for divorce.
- Polygamy and/or co-habitation of third party as spouse are not allowed in current Hindu marriage tradition. Polygamy is also against the law in United States of America. Polygamy and/or co-habitation as spouse will be ground for immediate divorce.
- Children resulting from this marriage will be following Hindu religion, traditions, and customs. Hinduism will be their official and principle practicing religion. No religious activities/procedures will be undertaken that is not permitted in Hindu religious fold. Some examples, but not limited to are, Bris and Bar Mitzvah in Judaism, Baptism in Christianity, and Shahada in Islam. No coercion, suggestion or effort will be made to the children regarding conversion to another religion. Children will be free to attend religious activities/ceremonies of other faith provided it does not conflict with Hindu religious practices.
- Children from prior marriages will be free to practice the faith of their choice. No coercion, suggestion or effort will be made to the stepchildren regarding conversion to another religion. In case they do not follow any religion, they will have the option to choose one of the parent's religion.
- In the unfortunate event of death of the Hindu spouse and/or children from this marriage, only Hindu funeral practices will be performed as per the Hindu spouse's will or wishes of his/her Hindu family members.

- In the unfortunate event of death of the Hindu spouse and/or children from this marriage, the children must be allowed to practice Hindu religion until they turn 18 years. Children could be under supervision of a person/s of choosing by the Hindu parent. Please list name of person/s

_____ if so desired.
- In the unfortunate case of termination of marriage, child custody and property distribution will be according to the law of the State. No religious personal law will be applicable.
- As stated in the beginning of the document, the State law of _____, United States of America will be applicable in case the spouses reside in different states/countries when termination of marriage occurs.

The parties have made full and fair disclosures in good faith to each other regarding their personal, financial information along with legal and religious expectations. The Husband's information in attached lists, Schedule A, is given to the Wife and the Wife's information in attached list, Schedule B is given to the husband. By signing below, they acknowledge receipt, review and understanding of documents of each other prior to signing this agreement.

This Prenuptial Agreement will be effective on _____, day of _____, _____, the date of marriage. If the marriage does not take place on such date, this Agreement will be null and void and its provisions unenforceable. This agreement constitutes understanding between the parties to this Agreement and supersedes all prior communications, contracts, or agreements, whether oral or written, between the parties regarding the subject matter addressed in this Prenuptial Agreement

Husband's signature: I, _____ have reviewed and agree to the terms and conditions set forth in the Prenuptial Agreement. I sign this of my own free will and have not been under any pressure from any third party. I acknowledge receipt of a copy of this agreement with a copy of Schedule B.

Signature _____, Date _____

Wife's signature: I, _____ have reviewed and agree to the terms and conditions set forth in the Prenuptial Agreement. I

sign this of my own free will and have not been under any pressure from any third party. I acknowledge receipt of a copy of this agreement with a copy of Schedule A.

Signature _____, Date _____

Signed, dated and delivered in the Witness of:

Name: _____

Address: _____

Signature _____, **Date** _____

Name: _____

Address: _____

Signature: _____, Date _____

Notary of the State of _____

County of _____

On this day _____, the above signed authorities
personally appeared before me and proved to me through satisfactory evidence of
their identities _____ of the persons whose names are
signed on this document signed in my presence.

Notary Signature

Subscribed and sworn to before me this _____ day of _____ 20 _____

(Notary Public), _____ County.

My commission expires _____ 20 _____

