

ISLAMIC WILL

(According to English Law)

In the Name of Allah the Most beneficent the Most Merciful.

(1) I, the undersigned, _____ currently residing at

hereby cancel all former testamentary dispositions of whatsoever nature hereto formed by me, and declare this to be my last Wasiyyat.

(2) I hereby nominate and constitute:

(i) _____,

(ii) _____,

(iii) _____,

Jointly and severally, to be the Executor(s) of my Will and Administrator(s) of my Estate, granting to them all such powers allowed in law, especially the Power of Assumption.

(3). My said Executor(s) and Administrator(s) shall not be obliged to furnish any security to the Master of the Supreme Court for the due and proper administration of my estate as laid down by the provisions of Act 66 of 1965 or any law governing the administration of estates.

(4). I hereby direct that my said Executor(s) and Administrator(s) proceed with the distribution of my Estate in the following order of priority as commanded by Islamic Law:

- a) Payment for my funeral expenses
- b) Payment of all my debts
- c) Payment of the Wasiyyat as set out hereby
- d) Distribution of the residue of my Estate to my Islamic heirs in accordance with Islamic Law.

(5). My said Executor(s) and Administrator(s) shall endeavour to ascertain what amount, if any, is due by me in respect of my religious liabilities and obligations in accordance with the tenets of the Islamic faith until the date of my death; and for the guidance of my Executor(s) and administrators, I hereby declare that at present my liabilities on this respect are as follows:-

- i. Unpaid Zakaat (Annual Poor Rate) _____
- ii. Unaccomplished Hajj _____
- iii. Missed Sawm (Fast) _____
- iv. Missed Salah _____
- v. Unfulfilled Compensation (Kaffaarah) _____
- vi. Un-discharged Vow (Nazar/Mannat etc). _____
- vii. Un-discharged Sacrifice of animal (Adh'hiyah / Qurbaani) _____

or other Waajib (Lawful obligations)

- viii. _____
- ix. _____
- x. _____

And accordingly I hereby direct and make Wasiyyat that such amounts shall be paid as a first charge to such persons or institutions / establishments as my Executor(s) and Administrator(s) shall determine to be entitled thereto according to the laws of Islam. The total amount payable under this clause shall not, however, exceed thirty-three and one-third per cent of the net value of my estate after the payment of all my lawful obligations, and all debts contracted by me during my life time, including Mahr (Dowry), Funeral expenses and expenses connected with the administration of my estate.

(6). In the event of any balance remaining out of the thirty three and one-third per cent of the net value of my estate as mentioned in Clause 5 hereof, then I hereby make Wasiyyat according to the laws of Islam and give and bequeath (leave by Will), as free and absolute legacies, to the following charitable institution / establishments or persons out of such balance, the amounts as are set opposite their respective names, as follows:-

- i. _____
- ii. _____
- iii. _____

(7). It shall be the duty of my Executor(s) to determine who are my rightful heirs in accordance with the Islamic Law and what share each is entitled to receive. I do hereby nominate such persons in the shares should be determined, to be the heirs of the whole of the residue of my Estate, wherever situate, in the U.K., or elsewhere.

(8). A Certificate stating the rightful heirs in my Estate, showing their respective shares therein in accordance with the Islamic Law issued by the Mufti of any recognised Islamic theological body, or by any certified Aalim (qualified scholar of Islamic Law), shall be accepted for all purposes as a lawful document, determining my rightful heirs.

At this moment in time the list of my heirs is as follows (add on as you wish):

1) Name:

Address:

DOB:

Relationship to myself:

2) Name:

Address:

DOB:

Relationship to myself:

3) Name:

Address:

DOB:

Relationship to myself:

4) Name:

Address:

DOB:

Relationship to myself:

5) Name:

Address:

DOB:

Relationship to myself:

(9) In determining my heirs, my Executor(s) or any Muslim Judicial Council / Body or any certified Aalim of the Islamic religion shall take full cognisance of any marriages lawfully contracted by me anywhere in the world according to the tenets of the Islamic faith.

(10) It is my express desire that my Executor(s) Administrator(s) shall wind up my Estate as promptly as possible until the final approval of the liquidation and distribution account. Any business carried on in my name at the time of my death, or any other assets belonging to my Estate, by arrangements between the heirs, be taken over by any or all of them. Any inheritance accruing to a minor child in terms hereof shall be retained by my Executor(s) Administrator(s) in trust for the benefit of such a minor until that minor attains the age of majority as determined by Islamic Law, in which event my said Executor(s) / Administrator(s) shall pay over to the said minor his / her share of the inheritance, and may be utilised to acquire any business or assets in the Estate, or any share in such business or assets, or any investment deemed suitable by my Executor(s) / Administrator(s) provided that the investments are in accordance with Islamic Law. And my Executor(s) / Administrator(s) are authorised in their discretion to apply the income and in case of need a portion of the capital of the Trust assets for the maintenance, education and general welfare of the beneficiary of the Trust provided that any such application of income is in accordance with the Islamic Law.

No minor heir shall be entitled to participate in any discussion or matters affecting my Estate, without the approval of my Executor(s) / Administrator(s). If no agreement is reached between my heirs within a reasonable time, all Estate assets shall be realised and the proceeds distributed in the manner aforementioned. My Executor(s) / Administrator(s) may carry on and continue any business carried on in my name in partnership or otherwise, at the time of my death, so long as they may consider it desirable for the benefit of my heirs.

The executors and administrators do not have the Shar'i right to carry on trading with the assets of the estate without the consent and agreement of the heirs. Furthermore, the percentage profit-sharing will have to be agreed on by the heirs themselves with whose assets the trading will be. The executors do not have the right to impose decisions on the heirs in the matter related to the assets of the heirs. If some heirs are desirous to continue with the business and some are not, then the unwilling ones will have to be paid their inheritance. Their assets may not be utilized to continue the business.

(11) In the event of any one or more of my said Executor(s) / Administrator(s) predeceasing me, or dying during his term of Office or declining to act, then the remaining or surviving Executor(s) / Administrator(s) shall be authorised to act alone. Furthermore in the event of all such Executor(s) / Administrator(s) predeceasing me or dying during his term of Office or declining to act, then I declare that any Islamic Judicial body shall be authorised to appoint one or more Executor(s) / Administrator(s).

(12) My said Executor(s) / Administrator(s) shall not be required to pay any minor's inheritance into the Guardian's fund, nor shall they be required to furnish any security to the Master of the Supreme Court for the due administration of the inheritances due to such minors.

(13) My said Executor(s) / Administrator(s) shall be entitled to make reasonable periodical payments for the proper maintenance, education and support of such heir, and to deduct such payment from the inheritance of such heir.

(14) I hereby direct that my body be buried within the town / country that I die and must not be moved to another country.

(15) I hereby direct that the least possible expenses be incurred in my shroud, coffin and other burial expenses.

(16) I hereby direct that a certificate issued by a competent Islamic Judicial body or by any qualified Aalim in Islamic Law shall be binding and conclusive as to the aforesaid Islamic Law and the distribution of my Estate.

Note:

An Aalim in Islamic Law for this purpose will be any man recognised as a qualified Aalim by any Islamic Judicial body.

(17) I hereby direct that the Wasiyyat be examined by an Islamic Judicial body or by any qualified Aim described in no. 16 above, and a certificate as to the validity of the Wasiyyat in Islamic Law be obtained from the Islamic Judicial body concerned.

(18) I hereby direct that if the Wasiyyat be in conflict with Islamic Law, the Islamic Judicial body concerned in examining this Wasiyyat will have the right to annul the Wasiyyat, the whole of it, if the whole be in conflict with Islamic Law or annul that portion of the Wasiyyat which conflicts with Islamic Law.

THUS DONE and EXECUTED at _____ this _____ day of _____

19 _____ corresponding with the Islamic _____ day of _____

14 _____ in the presence of the subscribing witnesses, who signed in each other's presence, all being present at the same time.

WITNESSES: (i) _____ (ii) _____

TESTATOR: _____

Notes:

WASIYYAT/BEQUEST

According to the Shariah, Wasiyyat is permissible for non-heirs. Wasiyyat in favour of an inheritor is not permissible. Clause No.5 (iii) of the Islamic Will makes mention of Wasiyyat. If the testator makes no Wasiyyat, "section (iii) of clause No.5" should be deleted by striking a line across it. All signatories should identify the deletion with their full signatures. If the testator wishes to make Wasiyyat, the nature and description of the Wasiyyat should be set out on a separate sheet of paper. On the top of the sheet of the Wasiyyat paper, write:

SCHEDULE A - WASIYYAT

When making out the Wasiyyat, bear in mind the following:

- (a). A Wasiyyat cannot be made for any Islamic heir as such Islamic heirs inherit automatically in the estate of the deceased.
- (b) A Wasiyyat is valid only up to one third of the balance of the estate after payment of funeral expenses and debts.
- (c). The testator and the witnesses must also sign The Wasiyyat paper, "viz., Schedule A,".

CONDITIONS THAT HAVE TO BE FULFILLED IN ORDER TO RENDER THE WILL (WASIYYAT) VALID AND LEGAL

- (1) The testator (i.e. the one who makes a Will) and two witnesses must sign each page of the will.
- (2) The witnesses must not be under 14 years of age. They must be 14 or over.
- (3) The witnesses may not be beneficiaries or spouses of beneficiaries. For the purpose of signing Wills, 'beneficiaries' include executors, administrators and guardians.
- (4) All signatories must be present throughout the signing process. No signatory may leave the room until all signatories have signed each page.
- (5) The date of signature should be inserted on the last page by the testator.
- (6) The signatures (full signatures) of the testator and witnesses must identify any deletion, addition or alternation as described in No.4, above.