

In the Name of Allah



ISLAMIC MARRIAGE CONTRACT

BETWEEN

.....
(HUSBAND)

AND

.....
(WIFE)

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Ref:



Islamic marriage contract

THIS CONTRACT is made this _____ day of _____

BETWEEN _____
(herein referred to as the “husband”)

AND _____
(herein referred to as the “wife”)

In the name of God the most compassionate and the merciful, the parties hereby agree and covenant to comply with the following conditions of this contract:

1. Under Islamic law the husband is within his means responsible to provide a comfortable accommodation for his wife and future children, and to provide all necessary maintenance of the household.
2. Unless permissible under Islamic law neither the husband nor wife is permitted to refuse intimacy with his or her spouse.
3. Under Islamic law neither the husband nor wife is permitted to physically, emotionally or mentally abuse his or her spouse or their children.
4. The wife agreed within her means to take care of and look after the household and domestic duties.
5. Under Islamic law neither the husband nor wife is permitted to use illicit drugs, use intoxicants, consume alcohol, gamble and any such forbidden acts.
6. Under Islamic law neither the husband nor wife is allowed to be involved in any act of extramarital sexual relations.
7. Under Islamic law the wife must respect, honor and be humble to her husband and make the household peaceful and comfortable.
8. Under Islamic law the husband must respect, honor and be kind and affectionate to his wife.
9. Husband and wife must not be separated for more than 6 consecutive months unless mutually agreed upon otherwise.

10. The wife agrees to live in any place of residence chosen by her husband unless it causes her intolerable physical or mental illness and is not Islamically respectable.
11. The wife may attend events outside the family home without her husband subject to her husband's blessing or as deemed obligatory by Islamic law.
12. Husband and wife accept Shi'a Islam as their religion and will follow their duties under Islamic Law to respect and take care of each other and their future children in times of hardship, happiness, sickness and health, and to comply with this contract.
13. The ultimate responsibility and decision maker in matters regarding the children is the father, unless his decision is contrary to Islamic law or he is Islamically disqualified.
14. In the event of any dispute which cannot be resolved by both parties, the parties agree to seek professional counseling and to undertake their best endeavor to resolve any such potential future dispute.
15. Under Islamic law both the husband and wife must abide by the laws of the country that they are in, and neither the husband nor wife is permitted to commit or be convicted of any criminal action or omission.
16. The husband and wife hereby confirm that they have been asked to seek or have already received their own independent legal and financial advice from duly qualified and licensed individuals prior to entering into this marriage and contract.
17. The parties confirm that no legal or financial advice has been provided by any member of the Imam Husain Islamic Centre or anyone associated to it, nor is anyone from the Imam Husain Islamic Centre qualified or authorised to provide any such advice, the parties release and covenant to indemnify Imam Husain Islamic Centre from any current or potential future claims relating to all of their dealings and anything related thereto. The parties confirm that the only advice provided by Imam Husain Islamic Centre is on Islamic law, Islamic code of conduct and moral Islamic recommendations.
18. Husband agrees to give the nuptial gift (Mahr) to his wife for marriage being: *(Half of the Mahr is due at the time of solemnising the marriage and the second half will be due after marriage is consummated and upon the request of the wife.)*

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Please note that in the event that any of the above eighteen conditions are breached by either of the two parties, or should the family problems be too hard for either party to tolerate, each party has given the other the authority and Islamic power of attorney at their discretion to obtain his or her Islamic divorce within 12 months from the breach, pursuant to condition 14 above. The authority and power of attorney for the purpose of Islamic divorce is irrevocable. The claim of hardship must be approved by an authorised Islamic scholar.

IN WITNESS WHEREOF the husband and wife agree to the above eighteen conditions and have hereunto subscribed their hands the day and year first hereinbefore written in the State of New South Wales, Australia in the presence of:

Signature of Husband: _____

Husband's Address: _____

Signature of Wife: _____

Wife's Address: _____

Signature of First Witness: _____

Name of First Witness: _____

Address for First Witness: _____

Signature of Second Witness: _____

Name of Second Witness: _____

Address for Second Witness: _____

Signature of Islamic Authority: _____

Name of Islamic Authority: _____

Address for Islamic Authority: _____

Congratulations, and May God Bless Both Parties!