

THIS IS THE JOINT WILL

of

[FULL NAME OF TESTATOR A IN CAPITALS]

and

[FULL NAME OF TESTATOR B IN CAPITALS]

We, [TESTATOR A] (NRIC / Passport No. [NUMBER]) and [TESTATOR B] (NRIC / Passport No. [NUMBER]), [husband and wife,] both of [RESIDENTIAL ADDRESS], Singapore [POSTAL CODE], each being of sound mind, make this our joint Will on the date stated at the end of this Will.

In this Will, "**the First to Die**" means whichever of us dies first, and "**the Survivor**" means the other of us.

1. NATURE OF THIS WILL

1.1 This Will is the separate Will of each of us. It shall take effect on the death of each of us as the Will of that one of us, in respect of that one's own estate only.

[OPTION A – NOT MUTUAL (DEFAULT)]

1.2 We have **not** agreed that this Will shall be irrevocable. Each of us remains free to revoke or alter our own Will at any time, whether before or after the death of the other, and nothing in this Will creates any contract, trust or other obligation binding either of us or our estates.

[OPTION B – MUTUAL WILL]

1.2 In consideration of each other's promises, we have agreed that: (a) during our joint lives, neither of us shall revoke or alter this Will without first giving written notice to the other; and (b) after the death of the First to Die, the Survivor shall not revoke or alter the provisions of Clause 6, and the Survivor's estate shall be held on trust to give effect to Clause 6 accordingly. We intend this agreement to become irrevocable on the death of the First to Die.

Drafting note: Keep only one version of 1.2. For Option B, consider a separate written agreement signed by both testators recording the same terms. Check whether "written notice" (which allows a unilateral change while both are alive) or "written consent" (which requires both to agree) reflects the clients' intentions.

2. REVOCATION

2.1 Each of us revokes all former wills, codicils and other testamentary dispositions made by that one of us.

3. EXECUTORS AND TRUSTEES

- 3.1 **Estate of the First to Die.** The First to Die appoints the Survivor to be the sole Executor and Trustee of the First to Die's Will.
- 3.2 **Estate of the Survivor, and substitutes.** If the Survivor does not survive the First to Die by thirty (30) days, or is unable or unwilling to act, and in any event for the estate of the Survivor, each of us appoints [NAME OF EXECUTOR] (NRIC / Passport No. [NUMBER]), of [ADDRESS], [and [NAME OF SECOND EXECUTOR] (NRIC / Passport No. [NUMBER]), of [ADDRESS],] to be the Executor(s) and Trustee(s) of that one's Will.
- 3.3 In this Will, "**the Trustees**" means the Executors and Trustees for the time being of the Will of whichever of us has died.

4. GUARDIAN OF OUR CHILDREN

[OPTIONAL – WHERE THERE ARE CHILDREN UNDER 21]

- 4.1 If both of us have died, each of us appoints [NAME OF GUARDIAN] (NRIC / Passport No. [NUMBER]), of [ADDRESS], to be the guardian of any of our children who are under the age of 21 years, and if that person is unable or unwilling to act, [NAME OF SUBSTITUTE GUARDIAN] (NRIC / Passport No. [NUMBER]).

5. GIFT ON THE FIRST DEATH

- 5.1 The First to Die gives all of that one's property of every kind and wherever situated to the Survivor absolutely, provided that the Survivor survives the First to Die by thirty (30) days.

Drafting note: For specific gifts on the first death (for example to a child from an earlier relationship), add them here as 5.2 and onwards before the gift of the residue to the Survivor.

6. GIFT ON THE SECOND DEATH

- 6.1 Where Clause 5 does not take effect, and in any event on the death of the Survivor, each of us gives all of that one's property of every kind and wherever situated (the "**Residuary Estate**") to the Trustees on trust to sell it or keep it, and to pay from it that one's debts, funeral and testamentary expenses, and any duties payable on death.
- 6.2 The Trustees shall hold what remains of the Residuary Estate on trust for such of our children [NAMES OF CHILDREN, IF DESIRED] as survive the one of us whose estate is being distributed, and if more than one in equal shares absolutely.
- 6.3 If any child of ours dies before that time leaving children or remoter issue who survive, those issue shall take, and if more than one in equal shares per stirpes, the share which their parent would have taken.

- 6.4 If the trusts in Clauses 6.2 and 6.3 fail entirely, the Trustees shall hold the Residuary Estate on trust for [NAME(S) OF ALTERNATE BENEFICIARIES OR CHARITY, WITH NRIC / UEN], and if more than one in equal shares absolutely.

7. SIMULTANEOUS DEATHS

- 7.1 If we die in circumstances in which it is uncertain which of us died first, or if we die within thirty (30) days of each other, then, notwithstanding any presumption of survivorship under the law, the estate of each of us shall devolve under Clause 6 as if the other of us had died first.

8. BENEFICIARIES UNDER THE AGE OF [21 / 25]

[OPTIONAL – RECOMMENDED WHERE THERE ARE YOUNG CHILDREN]

- 8.1 Where any beneficiary is under the age of [21 / 25] years when entitled to any part of an estate under this Will, the Trustees shall hold that part on trust for that beneficiary until that age, and may meanwhile apply its income and capital for the beneficiary's maintenance, education, advancement or benefit. The receipt of the beneficiary's parent or guardian shall be a complete discharge to the Trustees.

9. POWERS OF THE TRUSTEES

- 9.1 In addition to their powers under the law, the Trustees may: (a) sell, or postpone the sale of, any asset without liability for loss; (b) invest in any kind of property as if absolutely entitled to it; (c) appropriate assets in satisfaction of any share without any beneficiary's consent; (d) insure, repair and maintain any property; (e) employ and pay professional advisers; and (f) access, manage, transfer or close any digital asset or online account.

10. PROFESSIONAL CHARGES

[OPTIONAL – WHERE A PROFESSIONAL IS APPOINTED]

- 10.1 Any Trustee who is a lawyer or other professional may charge all usual professional fees for work done in connection with either estate.

11. INTERPRETATION

- 11.1 References to "our children" mean the children of both of us, including any child legally adopted by both of us [and include [NAME]], the child of [TESTATOR A / B]]. The singular includes the plural, any gender includes every gender, and headings do not affect interpretation. This Will is governed by the laws of Singapore.

IN WITNESS WHEREOF we have signed this joint Will, which consists of [NUMBER] pages including this page, on [DAY] [MONTH] [YEAR].

[FULL NAME OF TESTATOR A]
Testator A

[FULL NAME OF TESTATOR B]
Testator B

SIGNED by the above-named [FULL NAME OF TESTATOR A] and [FULL NAME OF TESTATOR B], as and for their joint Will, in our presence, both of us being present at the same time, and we at their request, in their presence and in the presence of each other, have signed our names below as witnesses.

Witness 1

Signature: _____

Full name: _____

NRIC / Passport No.: _____

Address: _____

Occupation: _____

Witness 2

Signature: _____

Full name: _____

NRIC / Passport No.: _____

Address: _____

Occupation: _____

Drafting note: Neither witness may be a beneficiary or the spouse of a beneficiary under either testator's Will (s 10). Both testators must sign in the joint presence of both witnesses. All four signatories should initial the footer of every page. Where either testator cannot read English, adapt the alternative attestation clause from the single Will template.