



Process on releasing of property documents in case of death of owner or joint owner of the property

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Probate on Will:

Probate is a certificate given by the court certifying the copy of the will placed before the court, the existence and due execution of the will and the contents of the will as proved. Probate is granted only to an executor so appointed by and in the will.

Letter of administration:

A letter of administration is granted to any person who would be entitled to the whole or any part of the estate of the deceased according to law and rules of distribution of the property or estate in case deceased person dies intestate.

Legal Heir certificate:

is is applied for by the legal heirs in the absence of a will of deceased for the purpose of certification by the court about the heirship of the deceased.



In case collateral is owned solely by the deceased

- Request letter from the legal heirs (successors) informing the death of the person and his/her/their relationship with the deceased person.
- Death Certificate in respect of the person deceased.
- If the customer has left a will, same to be probated if the Will is made in Bombay, Chennai and Kolkata or if the said Will refers to the properties situated in these states. In the absence of a Probate, a Letter of Administration or Succession certificate (Movable collateral) - indicating who are the successors to the property.
- Indemnity from the legal heirs.
- Legal heirs will provide their Photo Identity proof and signature proof as KYC.
- In absence of the WILL, the Title deeds or other collateral to be released to the legal heir(s) as per the Legal Heir Certificate issued by a designated authority of the State Govt and also an indemnity from the legal heirs.
- Legal Succession Certificate (Movable collateral) or Probated Will or Letters of Administration to be Submitted when all legal heirs have not signed the indemnity.
- If all the legal heirs are not coming to collect the title docs or other collateral, NOC's by the legal heir of the property who is/are unable to come to collect the documents in favor of the person (legal heir) who has made a request to CIHL to collect the title deeds or other collateral.



Scenarios for collateral release under the following circumstances:

1. The Loan/Credit facilities are fully repaid and closed; and
2. The mortgagor/asset owner has deceased without a will; and
3. Succession certificate/Probated WILL/Letter of Administration is not available; and
4. The property got mutated.

Following will be required:

1. A request letter from the legal heirs of the Mortgagor or collateral owner (persons whose name got mutated) informing CIHL about the death of the mortgagor enclosing the death certificate and the mutation certificate and requesting CIHL to release the Title Deeds or other collateral to them
2. Indemnity in the format provided below duly stamped and witnessed
Annexure 1 –indemnity for deceased customer as per attached format.

In case collateral is owned jointly with the deceased

- Request letter from the joint owner informing the death of the person.
- Death Certificate in respect of the person deceased.
- Indemnity from the joint owner in favour of CIHL indemnifying the CIHL from any claims that CIHL may receive from any other person
- Joint owner will provide Photo Identity proof and signature proof as KYC
- Title deeds or other collateral to be released to the Joint Owner of the property.
- Succession Certificate (movable collateral)/Probated WILL/Letter of Administration to be Submitted

INDEMNITY-Cum-UNDERTAKING

To
Capital India Home Loans Limited

Dear Sir,

Re: Closure of _____ loan account no. _____

We, 1. Mr. _____s/o _____, aged _____years, permanently residing at
and 2. Mr. _____s/o Mr. _____, aged _____years,
permanently residing at _____
hereafter collectively referred to as "Indemnifiers" which expression shall
unless repugnant to the context or meaning thereof be deemed to include our
respective executors, successors, legal heirs, administrators, and assigns,
hereby state as under:

1. Whereas MR. _____ as the Borrower and Mr. _____ in the capacity
of Co-Borrower jointly availed Secured Loan under Loan Account
No. _____ from Capital India Home Loans Limited, Company within the
meaning of Companies Act, 2013 and registered with the Reserve Bank
of India as a Housing Finance Company having its registered office at
2nd floor, DLF Centre, Sansad Marg, New Delhi – 110001, India
(hereinafter referred to as "CIHL") and its Corporate Office, inter alia, at
Birla Aurora, 20th Floor, Dr. Annie Besant Rd, Century Bazar, Worli,
Mumbai – 400030 against the mortgage of the property located at
_____ ("property"). The property is registered in the
name of _____ and he was the sole and absolute owner of the property.
2. Whereas, _____ has since expired on _____ and
_____ has repaid the entire outstanding due under the
_____ loan Facility granted by CIHL to him and his co-
borrower and guarantors.

3. Whereas, _____ and _____ who are the sole surviving heirs of Late _____, have approached CIHL for issuance of "No dues" certificate for the _____ Loan Facility availed by _____ and _____ jointly and to also release the title deeds kept with CIHL as security for the said _____ Loan.

4. Whereas, CIHL has agreed to accede to the request of the Indemnifiers for issuance of no dues certificate and for return the original title deeds on furnishing of this Indemnity.

In consideration thereof, We, _____ and Mr. _____, hereby irrevocably and unconditionally agree, undertake, confirm, declare, represent, assure, and acknowledge as under:

- i. That We are the sole legal heirs of Late _____ and no other person has a claim on the said property.
- ii. We acknowledge that, under any and all circumstances, CIHL shall not be liable for the consequences of release of the original title deeds to us, consequent to the payment of the entire outstanding amounts payable under loan account no. _____ by _____. CIHL shall under no circumstance be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential, and irrespective of any claim by any person or party.
- iii. In the event of any dispute or question raised by any person for any reason whatsoever, including but not limited to the closure of the loan account no. _____ and consequential release of the original title deeds to us, We shall not hold CIHL responsible and hereby unconditionally agree to indemnify and keep CIHL harmless for any claims, costs, damages incurred by CIHL and make good the loss that may be or suffered by the CIHL, without any protest or demur.

- iv. In consideration CIHL releasing of the original title deeds to us, We hereby jointly and severally, agree to indemnify and forever keep indemnified CIHL its employees, agents, associates, its successors and assigns of, from and against any and all actions, claims, demands, complaints, litigations, proceedings, losses, damages, costs, charges and expenses whatsoever which CIHL may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of CIHL acting in good faith of the representations made above by us for release of the Original title deeds to us.
- v. In the event, if CIHL suffers any loss/costs due to the act/s of any person, we hereby unconditionally, unequivocally, and absolutely undertake to indemnify and make good the total loss that may be or suffered by the "CIHL" without any protest or demur.
- vi. We undertake that we shall be liable and responsible for the correctness of information provided above to CIHL.
- vii. This Indemnity given by us is irrevocable, unconditional and shall be binding on our respective legal heirs, successors, legal representatives etc.

Name

Signature

Mr. _____

Mr. _____

Date : _____

Place: _____

WITNESSES :

1. Signature : _____

Name & Address : _____

2. Signature : _____

Name & Address : _____
