

**THE PROCEDURE FOR RETURN OF ORIGINAL MOVABLE/ IMMOVABLE PROPERTY DOCUMENTS:****A. RETURN OF ORIGINAL DOCUMENTS IN THE EVENT OF LOAN CLOSURE:**

After satisfying all specified instalments and charges, settling the facility with MMFSL, and ensuring no outstanding dues to the Lender, MMFSL commits to issue a No Objection Certificate (NOC) within 30 days of closure. This NOC shall be issued along with the release of charges on the vehicle or any movable properties or any immovable properties, if any.

**B. RETURN OF ORIGINAL DOCUMENTS TO LEGAL HEIRS IN THE EVENT OF DEMISE OF THE MORTGAGOR/BORROWER**

In the unfortunate event of the demise of the sole borrower or joint borrowers/ Mortgage(s), original property documents (movable/immovable) shall be returned to the legal heir(s), post-closure of the loan with MMFSL along with Affidavit cum undertaking as per format prescribed in **Annexure B** along with the process as follows:

1. **Intimation of Death:** The first step is to notify Mahindra & Mahindra Financial Services Limited (**MMFSL/Lender**) about the death of the mortgagor by the kith & kin or a legal representative.

a. **Verification of Documentation:** The Lender will require documents proving the death of the borrower/mortgagor. This shall involve the following steps:

- i. Death certificate of the mortgagor, Legal heirship certificate and affidavit signed by all the Legal Heirs and duly notarized.
- ii. Identity and address proof of each legal heir.
- iii. Any other document deemed necessary by the Lender.
- iv. Upon completion of the verification process, MMFSL shall release the original movable and immovable property documents to the legal heirs.

**Options for Document Collection:** - Legal heirs may collect the documents from either the branch where the loan account was serviced or any other office of the Lender where the documents are available, as per their preference.

b. **Probate Process:** If Mortgage has left a Will, a probate order may be required from competent court as per process. (**Note:** *This is a legal procedure to validate the deceased person's Will and distribute their assets according to their wishes or applicable laws.*)

In cases, where there is no valid will:

- i. **Letters of Administration:** Court issued Letters of Administration to a suitable person to administer the estate.

- ii. **Family Trees Issued by Competent Authorities:** Family trees or genealogical records or survivor certificate issued by government authorities.
- iii. **Affidavits from Close Relatives:** Sworn affidavits from close relatives or family members who can attest to the legal heirs' identity and relationship with the deceased can be considered as supporting documents duly printed on stamp paper. (Drafts Attached- Annexure B)
- iv. **Succession Certificates:** Succession certificate from Competent court establishing legal heirs entitled to the deceased's assets, including property.
- v. **Publication of Notice in Newspapers:** Publishing a notice in widely circulated newspapers to inform potential claimants and invite any objections or claims can be an additional step to ensure transparency.
- vi. **Court-Appointed Commissioners:** In complex cases, the court may appoint a commissioner to conduct an inquiry and submit a report regarding the legal heirs.
- vii. **Contacting the Executor or Heirs:** The Lender will communicate with the executor of the estate or the legal heirs to discuss the options available for handling the mortgage.

### **C. PROCEDURE FOR LOST OR DAMAGED ORIGINAL TITLE DOCUMENTS BY LENDER**

In the unfortunate event of loss or damage to the original movable or immovable property documents held by the Lender., a structure must be in place to address this situation promptly and responsibly.

1. The Lender shall immediately inform the borrower in writing and should include details of the documents that have been lost or damaged.
2. The borrower should acknowledge the receipt of the letter in writing. This acknowledgment serves as confirmation of their awareness of the situation.
3. The Lender, in collaboration with the borrower/mortgagor, will initiate the process to obtain duplicate or certified copies of the lost or damaged title documents.
4. The Lender shall bear all costs associated with obtaining the duplicate or certified copies of the title documents, including but not limited to fees, charges, and any other expenses incurred in the process.
5. The Lender shall file a complaint in the Police Station where the cause of action has taken place, providing all necessary details regarding the loss or damage of the original title document(s).
6. The Lender shall publish a notice in (at least two languages one English and one vernacular language) widely circulated newspaper, detailing the loss or damage of the original title documents.
7. The Lender shall ensure that the process to obtain duplicate or certified copies is expedited to minimize any potential disruptions or inconveniences to the borrower.
8. Once the duplicate or certified copies are obtained, authenticity and accuracy of the documents to be verified by the Lender.

9. The duplicate documents shall be made available for inspection by the borrower, if required, or handed over to the Borrower/Mortgagor as the case may be.

10. Once the duplicate or certified copies are verified, the Lender shall promptly inform the borrower/mortgagor. The borrower/mortgagor should be provided with copies of the replacement documents.

**Options for Handling the Mortgage in the event of demise of the Mortgagor during the tenure of the Loan.**

**Transfer of Title:** Lender can ensure the title of the property be transferred to the appropriate party (heirs, beneficiaries, or new owner).and updated documents are taken in record.

**Annexure-A**  
**INDEMNITY CUM UNDERTAKING**

THIS INDEMNITY made at \_\_\_\_ this ..... day of....., executed by .....(Name of all legal Heirs)..... addressed at ....., "**THE LEGAL HEIR(S)**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of **Mrs./Mr.**\_\_\_\_\_ of the One Part: AND Mahindra and Mahindra Financial Services Limited hereinafter referred to as the "**MMFSL**" which expression shall include its successors in interest and assigns) of the Other Part

**WHEREAS:**

- a) That Mrs./Mr.\_\_\_\_\_ (hereinafter referred as the "**Deceased/Mortgagor**") was father/ mother/ husband/ wife/ grandfather/ grandmother of Legal Heirs mentioned in point no. b.
- b) That the Deceased expired on \_\_\_\_\_ leaving behind the following heirs (widow/ widower/ mother/ son/ daughter/ widow of predeceased son/ children of predeceased daughter/ children of predeceased son etc.) under applicable prevailing personal laws in India and their names along with their relationship with deceased, their ages and there addresses are given below.

S. No	Name	Age	Relationship	Address

- c) That the Deceased did not leave behind any other heirs except those whose names are given above.

- d) That the Deceased is the owner of the property located at ..... (Hereinafter referred to as **“the said Property”**) which has been mortgaged to MMFSL vide mortgage deed dated ..... (Hereinafter referred to as **“Mortgage Deed”**).
- e) That the Legal Heir(s) have repaid the entire outstanding dues to MMFSL and there are no further dues against the Deceased. As per process, entire original title deeds relating to the said Property to be handed over to the Mortgagor(s) or to the Legal Heir(s) of the Mortgagor(s).

**THE LEGAL HEIR(S) DO HEREBY CONFIRM AND UNDERTAKE THAT:**

1. The Legal Heir(s) are the only legal heirs of the Deceased as per prevailing applicable personal laws in India.
2. The Legal Heir(s) are eligible and having valid legal heir certificate/other valid document to confirm the heirship to the Deceased.
3. There is no 3<sup>rd</sup> party interest in the said Property except the interest of Legal Heirs.
4. The Legal Heir(s) hereby indemnifies to MMFSL that in the event any 3<sup>rd</sup> party claims right to the said Property, the Legal Heir(s) will cover any such claim/loss suffered by MMFSL.
5. The Legal Heir(s) states and declares that he/she/they shall not hold MMFSL responsible for any claim on the said property by any 3<sup>rd</sup> party and shall keep MMFSL indemnified in future for all times and shall be solely responsible for the same.

NOW THIS DEED OF INDEMNITY WITNESSETH that in consideration of what is stated hereinabove, the Legal Heir(s) do and each of them both hereby agree and undertake to indemnify and keep indemnified and forever save harmless MMFSL against all demands, claims, suits, actions, proceedings and litigations etc., that may be adopted by anybody in respect of the said Property, by virtue of such person being in possession of the Original Agreement/s, Title Deeds in respect of the aforesaid Property as a consequence of the same being delivered elsewhere as security and the Legal Heir(s) do and each of them further agree and undertake to indemnify and keep indemnified and save harmless MMFSL against all costs, charges and expenses on defending any such actions, suits, proceedings, demands, notices, prosecutions, claims, litigations, etc. that the obliges may suffer or incur as a consequence of including but not limited to non-furnishing of documents and non-stamping and nonregistration of any the aforesaid documents

and also on account of any declarations, statements and/or representations made hereinabove against any costs, charges and expense that may from time to time be incurred or sustained or suffered by the Company and/or its assets, effects and estate and/or incidental to or arising from such claims, demands suits, actions and for proceeds made, taken, brought, institutional filed or levied against or upon MMFSL and/or the said shares and/or the said Property or any part thereof for any other reason howsoever or whatsoever.

**IN WITNESS WHEREOF** the Mortgagors have hereunto set and subscribed their respective hands the day and year herein above written.

SIGNED AND DELIVERED by  
The within named "LEGAL HEIR(S)"

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**ANNEXURE B**

*(Paper Publication to be done one in widely circulated English language & another one in Vernacular language in Vernacular Newspaper widely circulated in that region)*

Sample Draft

**ORIGINAL PROPERTY DOCUMENT LOST**

Notice is hereby given that sale deed dated \_\_\_\_\_ (ddmmyyy) and registered as document Number \_\_\_\_\_ at the office of sub registrar \_\_\_\_\_ which was mortgaged to us and the said original document was kept at our office at \_\_\_\_\_ is now misplaced and is lost, we have lodged a complaint against the loss of the said document with the Inspector of Police at \_\_\_\_\_ police station. Public at large are informed by this notice not to deal with the said document and if dealt will be considered as an invalid document and if the document is found please submit the same to our branch office at \_\_\_\_\_.

Sd/  
For Mahindra & Mahindra Financial Services Ltd