

Manappuram Home Finance Limited

Procedure for return of original immovable property documents

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I. Introduction:

MAHOFIN has adopted a simplified Procedure for enabling speedy and hassle free settlement in claim applications received by its Branches/HO in respect untimely death of the customers as well as persons reported missing, from their nominees or legal heirs. This document intends to lay down the broad framework with respect to settlement of claims in respect of all the Term loans. Also, the handover of documents in other cases.

II. Definitions:

1. Succession certificate

Succession certificate is a document issued by a competent court (civil) certifying a rightful person to be the successor of a deceased person. It is a document that gives authority to the person who obtains it, to represent the deceased for the purpose of collecting debts and securities due to him or payable in his name. It establishes the legitimacy of the heirs and gives them the authority to get the deposits and other assets transferred in their names.

2. Probate

A probate means a copy of a Will certified under the seal of a Court of competent jurisdiction with a grant of administration to the estate of the testator (Section 2(f) of Indian Succession Act 1925). A Probate is conclusive as to the representative title of the Executor to represent the estate. It is also conclusive proof as to the due execution of the Will and as to the genuineness of the Will. The effect of grant of the Probate is that it establishes the factum of the Will and the legal character of the Executor and all the property both movable and immovable of the deceased Testator vests in the Executor as from the date of the death and as long as the grant stands, the Executor is the legal representative of the deceased.

3. Letters of administration

Letters of administration include any letters of administration, whether general or with a copy of the Will annexed or limited in time or otherwise. Letters of administration are also granted under Section 232 of the Indian Succession Act. When a person dies leaving a Will without appointing an executor or if the executor appointed by the Will is legally incapable or refuses to act or who has died before the testator or before he has proved the Will, an administrator can be appointed only by a competent court as distinguished from an executor who can be appointed only by a person by his Will.

III. Normal cases:

The Customer shall give declaration at the time of application the details of nomination and preference of collection of original documents from the Branch or other offices of the Company. The same will be mentioned in the sanction letter issued by the Company. The documents will be handed over to the Customer within 30 days of repayment/settlement. The Customer will be provided with the communication for collecting the documents from the place of his preference. The Customer shall promptly respond to the communication and collect the documents.

IV. Types of Settlement:

1. Settlement based on Nomination;
2. Settlement based on production of Legal Representation
3. Settlement in the absence of any Nomination or Legal Representation.

1. Settlement based on Nomination;

The Nominee shall inform the Death Intimation of the Customer to the Branch /HO.

The nominee shall make a request in this regard via letter/mail to customer.request@manappuramhomefin.com. Or the nominee may visit the concerned branch and submit the letter by hand.

The following documents have to be submitted by the nominee along with the intimation letter, when a claim for Original documents is made by him/her:

- I. Death certificate issued by municipal authority/ Gram Panchayat duly attested by Nominee
- II. Claimant's Statement to be filled by the Nominee/ beneficiary of the deceased member
- III. Copy of standard age proof of deceased member
- IV. Copy of ID proof of Deceased Person & ID proof and Bank Details of nominee
- V. Medical Attendant's Certificate -- Doctor's Seal & Sign
- VI. All Hospital Treatment Reports/Death Related Documents-- Doctor's Seal & Sign

2. Settlement based on production of Legal Representation:

In addition to the above-mentioned documents in case of Nomination available cases' the Legal Representative shall submit the Succession Certificate, probate, Letter of Administration.

3. Settlement in the absence of any Nomination or Legal Representation.

In case unavailability of Nominee or Legal Representative then in addition to the above-mentioned documents in case of Nomination available cases, the Claimant shall provide the following:

1. Letter of Disclaimer
2. Letter of Indemnity

Format available as annexures.

IV Processing of Death insurance Claim:

- Once Documents received via mail, Insurance partner will process death claim in T+3 days. Insurance claim amount will be the outstanding loan principal as mentioned in their amortization chart of Insurance Policy.
- If the loan amount outstanding as per foreclosure letter is more than the amount of claim admissible as per Insurance amortization Chart, then the entire claim amount will be adjusted against the outstanding loan amount.
- If insurance Claim as per insurance amortization Chart is more than the outstanding amount due to MAHOFIN then any amount in excess of the

outstanding loan amount will be credited to nominee's bank account as declared in the form of Insurance Company.

V. Closure of account/Waiver:

- When Insurance claim amount is received, HO- Insurance Team shall intimate to Customer Request Team for system Entry towards closure/part payment of the account.
- If there is any shortfall in Principal Amount/Pending EMI, the same will be informed to Branch Head and branch operation head by HO-Insurance help desk. Branch head will recover the outstanding amount from nominee or other co-applicant/guarantor and loan will be closed.
- If there is no shortfall in Principal Amount, Approval should be taken from CEO for waiving off the pending charges (if any), based on the approval the Customer Request Team shall close the Loan.

VI . Recovery through Legal Process:

If there is any shortfall in Principal Amount and waiver is not approved by Management, and co- applicant/nominee is not ready to pay the balance/settlement amount case may be moved to recovery through Legal proceedings as applicable.

VII. Retrieval of Dockets & Handover of Property Documents:

After the loan is closed Insurance department will inform HO-Operations (Customer request Team) for retrieval of the docket and Customer Request team shall send the Documents along with LOD & NOC to Branch. The branch operation head /branch manager shall handover the same jointly to all the property owners as per legal heirship certificate or other legal document and take acknowledgement from them. Original acknowledgement to be sent to Operations Dept. at HO for retaining in the file and a copy of the acknowledgement to be retained at the branch.

Please note, in case of Minor Legal heir the documents can be handed over to the Guardian, who is having a court order for protecting the minor's benefits as a guardian.

Annexure A - Letter Of Indemnity

(To be duly stamped as per the Stamp Act applicable to the State)

(Letter of Indemnity with respect to return of original immovable property documents to the legal heirs without production of Legal representation)

To,
The Branch Manager
.....
.....

IN CONSIDERATION of your returning or agreeing to return to us,

Insert here the names of the claimants

- 1.
- 2.
- 3.
- 4.
- 5.

The original immovable property documents mortgaged with your branch for the loan account number for an amount of Rs..... in the name of Shri/Smt./Kum..... since deceased, without production of Letter of Administration or a Succession Certificate to his/her estate, we

Insert here the Names of the surety/ies

- 1.
- 2.

do hereby for ourselves and our heirs, legal representatives, executors and administrators, jointly and severally UNDERTAKE AND AGREE to indemnify you and your successors and assign against all claims, demands, proceedings, losses, damages, charges and expenses which may be raised against or incurred by you by reasons or in consequence of your having agreed to return the property documents as aforesaid.

Signed, Sealed and delivered by the above named on this the day of, 20.....

SIGNED AND DELIVERED by the above named

1.
2.
3.
4.
5.

(Heirs/claimants of the deceased)

SIGNED AND DELIVERED by the above named

1.
2.

(Sureties)

Annexure B- Letter Of Disclaimer

(To be stamped as per the Stamp Act applicable to the State)

The Branch Manager

.....
.....

Dear Sir,

Loan Account No..... which was sanctioned for
Rs..... in the name/s of Shri/Smt./Kum. (Borrower/co-
borrowers).....

..... Borrower/s of this loan and
Shri/Smt/Kum..... has passed away on.

..... . With reference to the above mentioned loan account, I/We, the following legal
heirs of the late Shri/Smt./Kum..... (Referred in
Table – 2 below) Do hereby have to advise that we have no interest in the mortgaged collateral
and property documents (Kindly refer to the List of Documents as per Annexure - A) with
respect to this above mentioned loan account and as such we have no objection to handing
over property documents with you in the name of Shri/Smt/Kum

Sl. No.	Name(s) of all Claimants	Age (Yrs.)	Signature

And such delivery of property documents would be completely binding on us and we will not
question the Company's action in so doing if any proceedings. I/We undertake to bind

ourselves, our heirs and legal representatives not to revoke the declaration made herein.

Table – 2:

Sl. No.	Name(s) of the Claimants (who relinquish their rights)	Age (Yrs.)	Signature

Signed before me on this theday of..... 20.....

Notary
(Public/Magistrate)