



**RELEASE OF PROPERTY DOCUMENTS AND RELEASE OF CHARGE ON  
REPAYMENT/SETTLEMENT OF LOANS ON DEATH OF BORROWER(S)**

This Process Note on 'Release of Property Documents and Release of charge on repayment/settlement) of loans on death borrower(s)' is prepared pursuant to RBI Circular on "Responsible Lending Conduct – Release of Movable / Immovable Property Documents on Repayment/ Settlement of Personal Loans" dated September 13, 2023 and Master Direction – NBFC – HFC (Reserve Bank) Directions, 2021 dated February 17, 2021.

This note enables the legal heir(s) of the borrower(s) to understand the process to be followed to obtain the Property Documents and for release of charge on the property related to the loan(s) of such borrower(s), post repayment and closure of Loan(s) availed against the security of the such property / properties.

In the event death of the sole borrower or joint borrower(s), JMFHLL shall handover the Property Documents to the legal heirs, of such borrower(s), as per the Standard Operating Procedures (SOPs) stated hereunder, after the due repayment and closure of Loan(s) availed against the security of the such property/properties

S. No.	Scenario	Procedure to be followed	Receiver of Property Documents
1	In the event of death of borrower(s) and such borrower(s) has executed a will	<ul style="list-style-type: none"> <li>i. The legal heirs of the deceased borrower who intend to obtain the Property Document(s) and release of Security interest on such property related the loan such borrower, shall ensure that the loans are duly repaid.</li> <li>ii. The legal heirs shall submit a Request Letter to obtain the property document and release of security interest on such property. The said letter shall state about the demise of the borrower and along with the details and supporting documents establishing relationship with the borrower including the Will of the deceased borrower and also a copy of the Death Certificate of the deceased issued by the Competent Authority.</li> <li>iii. The documents submitted by the legal heir shall be verified by JMFHLL, thereafter all such legal heirs shall be called at the branch of JMFHLL along with their original KYC Document and two self-attested copies thereof for verification. Only when all such legal heirs are present together at the branch the process shall be considered as complete. In case any legal heir is unable to visit the branch, their Power of Attorney (PoA) holder with a copy of such PoA may visit the Branch with other legal heirs.</li> </ul>	Legal heir

		<p>Note:</p> <ul style="list-style-type: none"> <li>a. Where the loan related property referred in the Will is situated in Mumbai, Chennai or Calcutta or Where the Will has been executed in Mumbai, Chennai or Calcutta then only probated will shall be submitted. In any other case the requirement of probate shall be as per the applicable law of the respective state.</li> <li>b. On the death of one of the borrowers, in case of Jt. borrowers, the surviving borrower(s) shall be entitled to receive the original property documents along with the legal heirs of the deceased borrower. Subject to submission of KYC documents by the surviving borrower(s) and following the above stated procedure along with the legal heirs of the deceased borrower.</li> </ul>	
2	<p>In the event of death of borrower(s) and such borrower(s) has not executed a will</p>	<ul style="list-style-type: none"> <li>i. The legal heirs of the deceased borrower who intend to obtain the Property Document(s) and release of Security interest on such property related the loan such borrower, shall ensure that the loans are duly repaid.</li> <li>ii. The legal heirs shall submit a Request Letter to obtain the property document and release of security interest on such property. The said letter shall state about the demise of the borrower and along with the details and supporting documents establishing relationship with the borrower including the Letter of Administration or Succession certificate/Legal Heir certificate indicating who are the successors to the property of the deceased borrower and also a copy of the Death Certificate of the deceased issued by the Competent Authority.</li> <li>iii. Letter of Administration or Succession certificate/Legal Heir certificate indicating who are the successors to the property.</li> <li>iv. an indemnity from the legal heirs</li> <li>v. The documents submitted by the legal heir shall be verified by JMFHLL, thereafter all such legal heirs shall be called at the branch of JMFHLL along with their original KYC Document and</li> </ul>	<p>Legal heir</p>

		<p>two self-attested copies thereof for verification. Only when all such legal heirs are present together at the branch the process shall be considered as complete. In case any legal heir is unable to visit the branch, their Power of Attorney (PoA) holder with a copy of such PoA may visit the Branch with other legal heirs.</p>	
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**General Note:**

1. Request Letter for release of original Property Document and security interest shall be as per **Annexure -1**.
2. Above mentioned Request Letter shall be accompanied by an Indemnity Letter as per **Annexure – 2**. The said Indemnity Letter shall be submitted irrespective of no. of legal heirs, whether will is executed or not by the deceased borrower and whether the loan was jointly availed or not.
3. In case of any dispute amongst the legal heirs of the deceased, the original property documents shall be released only when either the appropriate Order has been passed by the Competent Court or all the legal heirs of the deceased have entered into a settlement which is deduced in writing and such settlement document has been duly notarized.

**Timelines for handing over of such property papers:**

JMFHLL shall release all the original property documents and remove charges registered with CERSAI registry within a period of 30 days from the date of receiving full repayment/ settlement of the loan account.

The Jt. Borrower/ legal heirs are required to comply with the process as stated above and JMFHLL shall not be liable to pay any compensation as per RBI notification on Responsible Lending Conduct – Release of Movable/Immovable Property Documents on Repayment/ Settlement of Personal Loans dated September 13, 2023 (RBI/2023-24/60 DoR.MCS.REC.38/01.01.001/2023-24), as amended from time to time, where the delay in release of documents and removal of charges registered with any registry is not attributable to JMFHLL and attributable to the Borrower/property owner for non-compliance of this process document, as amended from time to time by JMFHLL, or to any factor outside reasonable control of JMFHLL.

JMFHLL shall not be obligated to release the Documents unless all the loans secured by such property are fully repaid/settled/closed, to the satisfaction of JMFHLL.

In case of delay in handover of documents is due to deficiency in service by JMFHLL.

The JMFHLL shall compensate the customer in following events:

- a. Where the delay is beyond 30 days in releasing of original movable / immovable property documents or failing to file charge satisfaction form with relevant registry after full repayment/ settlement of loan JMFHLL shall communicate the reason for such delay to the borrower and where the delay is attributable to the JMFHLL, it is required to compensate the borrower at the rate of ₹5,000/- for each day of delay beyond 30 days.

b. In case of loss/damage to original movable / immovable property documents, either in part or in full, the JMFHLL shall (i) communicate the reason for delay in release original movable / immovable property documents or failing to file charge satisfaction form with relevant registry (ii) assist the customer in obtaining duplicate/certified copies of the movable / immovable property documents and (ii) bear the associated costs.

Further if the delay is beyond 60 days after full repayment/ settlement of loan JMFHLL shall compensate the borrower at the rate of ₹5,000/- for each day of delay beyond 60 days.

Any delay on the part the Jt. borrower(s) and / or legal heir(s) of the deceased borrower in complying with the procedures in this process note shall not be included to compute the above stated period of 30 / 60 days.

Annexure – 1

**LETTER OF AUTHORITY**

Date:

To,  
The Manager,  
JM Financial Home Loans Limited,  
\_\_\_\_\_ Branch.

**Subject: Letter of Authority to Release the original Property Papers.**

**Reference: JMFHL Loan Account No \_\_\_\_\_**

**Property Address:**  
\_\_\_\_\_

Dear Sir,

This is in reference to the abovementioned loan account which has been closed. I/we, \_\_\_\_\_ (**'Property Owners'**), are unable to come to collect the documents related to the aforementioned Property. Hence, I/we authorize \_\_\_\_\_ to collect the original property papers on my/our behalf. His / Her specimen signature and KYC details are given below.

We hereby agree that **JMFHL** shall not be responsible for any issues arising out of the handover of documents pertaining to the aforementioned Property to authorized representative and shall not raise any dispute regarding the same in future.

Thanking you.

Names and Signatures and KYC details of All Owner(s) Giving Authority to Collect the Documents

Signature and KYC details of Person Collecting the Documents

Annexure – 2

**AFFIDAVIT CUM UNDERTAKING**

\_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, aged about \_\_\_ years, currently residing at \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_, aged about \_\_\_ years, currently residing at \_\_\_\_\_.

I/We, the aforementioned Deponents, do solemnly affirm and declare that:

1. \_\_\_\_\_ (“**Borrower**”), has availed a financial facility of Rs. \_\_\_\_\_/- from JM Financial Home Loans Limited (“**JMFHL**”) vide Loan Account Number \_\_\_\_\_ against the security by way of mortgage over the \_\_\_\_\_ property located at \_\_\_\_\_ (“**Property**”) which has since been closed.

2. The Borrower has passed away, leaving behind the following legal heirs:

Sl. No.	Name	Relation to the Deceased	Age

3. I am/We are collecting the documents related to the Property from **JMFHL** by virtue of being a legal heir of the Borrower and having been duly authorised by other legal heir(s).

4. I/We have received the following documents related to the Property from **JMFHL** on \_\_\_\_\_:

- a.
- b.
- c.
- d.
- e.

4. The aforementioned facts are true and neither I/we nor any other legal heir of the Borrower will not dispute them in the future.
5. We hereby agree that **JMFHLL** shall not be responsible for any issues arising out of the handover of documents pertaining to the aforementioned Property to authorized representative and shall not raise any dispute regarding the same in future.

SOLEMNLY AFFIRMED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_

**SIGNATURE OF DEPONENT(S)**

**NOTARY**



## POWER OF ATTORNEY FOR COLLECTION OF DOCUMENTS

THIS POWER OF ATTORNEY granted at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by

Mr. \_\_\_\_\_ aged \_\_\_\_\_, son / of Mr. \_\_\_\_\_ residing at \_\_\_\_\_ (hereinafter referred to as the “**Grantor**”) which expression shall, unless it be repugnant to the subject or context thereof, include his/their successors, heirs, legal representatives and administrators). in favour of Mr. / Ms., \_\_\_\_\_, aged \_\_\_\_\_, son / wife / daughter of Mr. \_\_\_\_\_ residing at \_\_\_\_\_ (hereinafter referred to as the “**Attorney**”).

### WHEREAS:

1. JM Financial Home Loans Limited (“**JMFHL**”) has, granted a loan of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (the “**Facility**”) to the Borrower against the security by way of mortgage over the property located at \_\_\_\_\_ (“**Property**”).

2. The Grantor along with the other legal heir(s), if any, of the Borrower intend to foreclose the said Facility by paying all the outstanding dues to **JMFHL**.

3. The Grantor states that he will not be able to collect the documents pertaining to the Property from **JMFHL** post the closure of the Facility and intends to nominate, constitute and appoint the Attorney, whose signature and KYC details are set out herein below, as their true and lawful attorney for the purpose of collection of the documents pertaining to the Property from **JMFHL** post the closure of the Facility for and on behalf of the Grantor.

4. The Grantor has requested **JMFHL** to accept such power of attorney in favour of the Attorney for the purpose stated above, to which **JMFHL** has agreed.

5. The Grantor will not raise any issues in the future with respect to the handing over of the documents pertaining to the Property to the Attorney and that the Grantor will not institute any suit/litigation against **JMFHL** for the same.

6. The Grantor now proposes to execute power of attorney, being these presents, in favour of the Attorney for the aforesaid purpose.

NOW THEREFORE the Grantor doth hereby irrevocably nominate, constitute and appoint the Attorney to be the true and lawful Attorney of the Grantor in the name and for and on behalf of the Grantor, to do, execute and perform or cause to be done, executed and performed all the following acts, deeds and things or any of them, for and in the name of the Grantor:

1. To collect the documents pertaining to the Property from **JMFHL** post the full and final closure of the Facility upon the payment of all the outstanding dues to **JMFHL**.

2. To do or cause to be done all such other acts, deeds, matters and things as may be necessary or proper for the effectual closure of the Facility and collection of the documents pertaining to the Property.

AND GENERALLY to do or cause to be done all other acts, deeds, matter or thing which **JMFHL** may deem necessary or expedient for the purpose of or in relation to these presents.

AND the Grantor doth hereby ratify and confirm and agree to ratify and confirm all that the Attorney shall do or cause to be done lawfully in or concerning the premises by virtue of these presents.

AND the Grantor doth hereby declare that this Power of Attorney shall be irrevocable till all the outstanding dues in respect of the Facility are fully repaid to **JMFHL**.

Specimen signature and KYC details of the Attorney is appended below:

\_\_\_\_\_  
(Signature)

IN WITNESS WHEREOF the Grantor has executed this Power of Attorney on the day, month and year hereinabove written in the manner hereinabove mentioned.

SIGNED AND DELIVERED by the within named Borrower, Mr. / Ms. \_\_\_\_\_

BEFORE ME  
(NOTARY)