



CreditAccess Grameen Limited

Procedure for handover of original movable/ immovable property documents to the legal heirs in case of deceased borrower

Contents

1. Mortgage Loan (Loan Against Property/Home Loan)	1
2. Two – Wheeler Loan	9
3. Gold Loan	14

1. Mortgage Loan (Loan Against Property/Home Loan)

On event of demise of property owner/sole borrower or co-borrowers, the following process to be followed by the legal heirs for collecting all the original property documents upon full & final settlement/repayment of the loan.

Documents to be submitted by the legal heirs:

Along with any existing borrower or co-borrower or property owner (as the case may be), legal heir(s) should visit the RF Branch where loan has been serviced. Legal heir should carry photocopies (duly attested) of all the below mentioned documents for submission. If required by the branch officials, original documents to be provided for the purpose of cross verification:

1. Death Certificate & ID proof of the demised property owner/sole borrower or co-borrowers.
2. Request Letter (Refer **Annexure 1**) along with ID proof of claimants such as Voter ID Card, PAN Card, Passport, Aadhar or any other ID proof which is acceptable to the CreditAccess Grameen Limited ("**Company**").
Note: Aadhaar is not mandatory any other alternate documents may be provided to the Company for proof of identification.
3. **If legal heir is a minor**, then court appointed legal guardianship certificate/certified order needs to be submitted along with the valid ID Proof of the legal guardian, in the absence of a natural guardian. Minor cannot sign any of the loan related documents, therefore legal guardian has to sign such documents.
4. **POA if some of the legal heirs cannot be present:** The original title deeds and other property documents can be handed over to one of the legal heirs of the demised borrower, by virtue of a Power of Attorney – (POA) executed by rest of the legal heirs of the deceased borrower if any of the property owners is unable to visit the branch for collecting the original property documents, subject to some other additional verification by the Company. The POA should be duly stamped and notarized as per applicable laws of state of execution. POA holder has to execute discharge as "Constituted Attorney of _____ (POA issuer)" (**Refer Annexure 2**) for the SPOA template.
5. If any POA is executed outside of India, the same is required to be attested by General Consulate of India/ High Commission of India/ Indian Embassy and then sent to India. The same is required to be duly stamped as per the applicable laws of the state where it is first received.
6. **Dispute between the legal heirs :** Probate (if Will is available)/ Letters of Administration (if Will is unavailable)/ Succession Certificate/ Legal Heir Certificate issued by Statutory Authority/ any other court order to that extent is required in cases where there are disputes, or if all the legal heirs do not join in indemnifying the Company, or in certain other exceptional cases where the Company has a reasonable doubt about the genuineness of the claimant/s being the only the legal heir/s of the Borrower/Co-Borrower/Property Owner.

7. If there are more than one legal heir to the deceased borrower, the original property/title deeds are to be released in the presence of all the legal heirs of the demised Borrower/Co-Borrower/Owner.
8. Affidavit cum Indemnity Bond (refer **Annexure 3**) to be duly signed by all legal heirs of demised Borrower, stamped and notarized as per the applicable stamp duty laws of the respective State.

Post Submission of the Documents: On submission of the above documents the Company will initiate due diligence, after which the company will inform the legal heirs/borrower/co-borrowers for collection of the original title documents from the branch post loan is closed. Company will endeavour to return the documents within 30 working days of closure of the loan account, provided the legal heirs provide all co-operation and there is timely submission of all the requisite documents as stated above, all the legal heirs unanimously agree to receive the documents without any dispute and there are no any legal hurdles involved in handing over of the documents. If there are any delay in handing over of the documents beyond the 30 days as aforesaid, the Company shall communicate to the legal heirs the reason for such delay.

Note: The above-mentioned procedures are the broad guidelines and not exhaustive. Any other documents submitted by customer which are not mentioned above, shall be subject to necessary allied checks and due verification by the Company.

Annexure 1

Application for Deceased claim

Date:

From

To

The Branch Manager

Credit Access Grameen Limited

_____ Branch

Dear Sir,

Re: Deceased Account - Late Shri/Smt. _____, Loan Account No. _____ Property situated _____ at _____.

I/We advise the demise of Shri/Smt. _____ on _____. He/She holds the above Loan Account at your branch. The loan account is in the name of: _____. I/We lodge my/our claim for handing over the title documents of the property of the above-named deceased who died intestate. I/we am/are only the legal heirs of the above-named deceased and lodge my/our claim for collection of title documents as per the Company's terms and conditions. The relevant information about the deceased and the legal heirs are as under:

- Names in full of the parents of the deceased:

Father: _____

Mother: _____

- Religion of the deceased: _____
- Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand Children. If Hindu Joint Family, the name and address of the Karta and Co-parceners with their respective ages.

Sl. No.	Full Name/Address Occupation	Relationship with deceased	Age (Yrs.)
1			
2			
3			
4			
5			

6			
---	--	--	--

4. Name or Names of the Guardian/s of the minor Children of the Depositor

Whether Natural Guardian	
Whether Guardian appointed by a Court of Law in India. If so, attach a certified copy or duly attested copy of such Order	
In whose custody the Minor/Minors is / are?	

5. Claimant/s name/s and address in full:

- (i) _____
- (ii) _____
- (iii) _____

I/We submit the following documents. Please return the original death certificate to us after verification:

1. Death Certificate (Original + 1 photocopy) issued by: _____
2. Letter of Indemnity

We request you to handover to me/us the title deed of the above-named deceased.

I/We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and belief.

Place:

Yours faithfully,

Date:

Signature of Claimant(s)

Name of the Claimants

Address

Signature

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

Annexure 2

(Please check the facts and ensure same are correct. To be duly stamped and notarized as per Stamp Act of the State of execution)



Specific Power of Attorney

This Power of Attorney is made at _____ this _____ day of _____ 20____ by

- 1) Shri. _____, S/o//W/o//D/o _____ aged ____ years, residing at _____
- 2) Shri. _____, S/o//W/o//D/o _____ aged ____ years, residing at _____
- 3) Shri. _____, S/o//W/o//D/o _____ aged ____ years, residing at _____

send greetings:

WHEREAS

1. CreditAccess Grameen Limited, a Company incorporated under the provisions of the Companies Act, 1956 (CIN: L51216KA1991PLC053425) and registered with the Reserve Bank of India as a Non-Banking Financial Company-Micro Finance Institution (NBFC-MFI) having its Registered Office situated New No. 49, (Old No 725), 46th Cross, 8th Block, Jayanagar, (Next to Rajalakshmi Kalyana Mantap) Bengaluru, Karnataka-560070, and one its branches at _____ (hereinafter referred to as "the Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) had sanctioned loan to _____ (Borrower) of Rs. _____/- (Rupees _____ only) (hereinafter referred to as "the facility") for the purpose of _____ in terms of the sanction letter dated _____ (hereinafter referred to as "the said Sanction Letter").
2. As per the terms and conditions as stipulated in the said Sanction Letter, the Borrower had created equitable or any other form or type of mortgage on his property situated at _____ and more particularly described in schedule A therein (hereinafter referred "said Property") in favour of the Company as a security to secure the repayment of loan sanctioned by the Company to the Borrower. Accordingly, an Equitable Mortgage/ Simple Mortgage dated _____, a Declaration Cum Confirmation/Undertaking dated _____ and other transaction documents were executed in favour of the Company by the Borrower.
3. And whereas the Borrower expired on _____. Subsequently we _____, the legal heirs of the deceased Borrower repaid the outstanding dues including interest, cost, charges etc amounting to Rs. _____/- to the Company on _____.
4. After the foreclosure of the deceased Borrower's loan, we, the legal heirs of the Borrower requested the Company to release the Company's charge on the said property and hand over the original title deeds to us.

And whereas we _____ are at present residing at _____ (Full address) and is unable/ not in a position to attend to the Company's branch to accept the title deeds and to give our acknowledgement and all other documents, present ourselves for execution of documents related to release of charge etc. Therefore, we wish to grant the necessary power to Shri/Smt.

_____ (give details), R/o _____, _____ being our _____ to act on our behalf as our legally constituted Attorney to do all or any of the following acts.

NOW KNOW YE AND THESE PRESENTS WITNESSETH, Shri./Smt. _____ & _____, hereby nominate, constitute and appoint Shri./Smt. _____ Constituted Attorney as our true lawful attorney or agent with authority and powers to do following acts, deed and things in the name and on the behalf of me/ us or in my/our name and on my/our behalf.

1. To attend the respective branch of the Company and collect the original title deeds of the said property from the Company.
2. To execute such necessary documents, Acknowledgements from time to time.
3. To execute such other deeds and documents as may be necessary for the purpose of aforesaid release of mortgage, to procure loan and other deeds and documents in writing necessary for the purpose of completing transfer and release of mortgage and submit it before the sub-registrar of assurance and to register the documents under the law as applicable thereto for the time being in force for the registration of documents and to present for registration of deeds, documents executed by virtue of these presents and also to admit execution therein and to do or cause to be done by such accounts, deeds, matters or things that may be necessary or proper for the effectual completion or registration of the said deed and other deeds, documents and writings so executed in the collection and said revenue, authorities as well as the registrar of cause or otherwise;
4. To engage any lawyer, counsel, representative or any professional expert for this purpose and to give authority for appearing before any authority;

And generally, to do and execute all acts and deeds and things as are necessary to be done or executed for the said purpose as mentioned hereinabove and which we would be required to do personally in the absence of this Power of Attorney.

And we agree to ratify all such lawful acts deeds and things done and executed by the said attorney pursuant to these presents.

And it is hereby declared that this Power of Attorney will be unconditional and irrevocable.

In witness whereof, the Power of Attorney has been executed on the day and year first hereinabove mentioned and, in the manner, hereinafter appearing:

IN WITNESS WHEREOF

SIGNED AND DELIVERED BY the

within named Shri. _____ :

In the presence of:

Signature of Attorney _____

Before me:

Annexure 3
Affidavit Cum Indemnity
(To be duly stamped as per the Stamp Act applicable to the State)

To
The Branch Manager
CreditAccess Grameen Limited
_____ Branch

1. I/We,
 - i. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____
 - ii. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____
 - iii. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____
 - iv. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____
 - v. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____ as natural guardian and F/o/M/o _____ for and on behalf of the benefit of the minor do solemnly affirm and state as follows.
2. I/We affirm herewith that I/we are the only legal heirs of the deceased Sri./Smt. _____ We further state that _____ had on _____ mortgaged his/her property situated at _____ (Property) as a security to secure the loan of Rs. _____ (Loan) sanctioned by you to _____.
3. We advise the demise of Shri/Smt. _____ on _____ (Death certificate is enclosed to this letter/indemnity).
4. We being the only legal heirs of the deceased wish to repay/have repaid the said loan as per the loan agreement. Hence, we request you to release your charge on the said Property on payment of dues/since the dues have been paid in full and release the title deeds to us, considering we being the only legal heirs of Late _____.
5. We state that _____ had not executed any 'Will' in favour of any person.
6. We further state and confirm that we _____, _____, _____, _____, _____ are the only legal heirs of the Late _____. The minor legal heir is represented by the natural guardian as sworn above and its affirmed that the proceeds will be used for the benefit of the minor only.
7. We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and belief.

IN CONSIDERATION of your handing over to us the original title deeds of the said Property of the deceased mortgagor after payment of the entire dues/since the dues have been paid in full, we:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

hereby jointly and severally UNDERTAKE AND AGREE to indemnify CreditAccess Grameen Limited, it's directors, it's employees it' successors and assigns against all claims, demands, proceedings, losses, damages, charges and expenses (including attorneys fees and expenses of litigation, if any) of whatsoever nature which may be raised against or incurred by you by reasons or in consequence of your having agreed to hand over the said title deeds to us.

SIGNED AND DELIVERED

By the above named on this _____ Day of _____ two thousand_____.

SIGNED AND DELIVERED by the above named ----- sign of all the legal heirs

1. _____ 2. _____ 3. _____
 4. _____ 5. _____ 6. _____ (Deponents/heirs /claimants of the deceased)

In consideration of the loan, we the undersigned _____ [Name(s) _____] jointly and severally guarantee to you, CreditAccess Grameen Ltd., the receipt of the original title deeds under the aforesaid indemnity by the executants thereof.

Signature _____ Name _____ Occupation _____ Address _____ _____ _____	Signature _____ Name _____ Occupation _____ Address _____ _____ _____
--	--

In the above captioned box the legal heir who have received the original title deeds will sign and it will be treated as SURETY.

Sl. No.	Name of legal heirs	Signature of legal heirs
1		
2		
3		
4		
5		

ATTESSTED BY NOTARY PUBLIC

SEAL AND SIGNATURE

2. Two – Wheeler Loan

On event of **demise of borrower, co-borrower (who is registered owner of the vehicle)**, the following process to be followed by the legal heirs of the deceased borrower or co-borrower for collecting necessary documents such as No Dues Certificate, Form 35, Letter to RTO etc. for removal of hypothecation charge on the vehicle, upon full & final settlement/repayment of the loan.

Documents to be submitted by the legal heirs:

Along with any existing borrower or co-borrower, legal heir(s) should visit the Branch from where loan has been serviced. Legal heir should carry photocopies (duly attested) of all the below mentioned documents for submission. If required by the branch officials the original documents to be provided for the purpose of cross verification:

1. Death Certificate & ID proof of the demised vehicle owner.
2. Request Letter (Refer **Annexure 1**) along with ID proof of claimants such as Voter ID Card, PAN Card, Passport, Aadhar or any other ID proof which is acceptable to the CreditAccess Grameen Limited ("**Company**")

Note: Aadhaar is not mandatory any other alternate documents may be provided to the Company for proof of identification

3. Affidavit cum Indemnity Bond (refer **Annexure 2**) to be duly signed by all legal heirs of demised Borrower /vehicle owner, stamped and notarized as per the applicable stamp duty laws of the respective State.

Post Submission of the Documents: On submission of the above documents the company will initiate due diligence, after which the company will inform the legal heirs/borrower/co-borrowers (as the case may be) for collection of the hypothecation release documents from the branch post loan is closed. Company will endeavour to provide the documents within 30 working days of closure of the loan account, provided the legal heirs provide all co-operation and there is timely submission of all the requisite documents satisfactory to the company. If there are any delay in handing over of the documents beyond the 30 days as aforesaid, the Company shall communicate to the legal heirs the reason for such delay.

Furnishing of necessary documents for removal of Hypothecation:

Documents necessary for removal of Hypothecation such as No Dues Certificate, Form 35 and Letter to RTO will be issued to the legal heirs of the deceased owner of the vehicle as per the procedure set out in this document.

Note: The above-mentioned procedure are the broad guidelines and not exhaustive. Any other documents submitted by customer which are not mentioned above, shall be subject to necessary allied checks and due verification by the Company.

Annexure 1

Application for Deceased claim

Date:

From

To

The Branch Manager

Credit Access Grameen Limited

_____ Branch

Dear Sir,

Re: Deceased Account - Late Shri/Smt. _____, Loan Account No. _____

I/We advise the demise of Shri/Smt. _____ on _____. He/She holds the above Loan Account at your branch. The loan account is in the name of: _____. I/We lodge my/our claim for furnishing necessary documents such as No Dues Certificate, Form 35 and Letter to RTO for the purpose of removal of hypothecation charge on the vehicle bearing Registration No. _____, Chasis No. _____ Engine No. _____ ("Vehicle"). I/we am/are the legal heirs of the above-named deceased and lodge my/our claim for collection above said documents, as per the terms and conditions of the Company. . The relevant information about the deceased and the legal heirs are as under.

- Names in full of the parents of the deceased:

Father: _____

Mother: _____

- Religion of the deceased: _____
- Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand Children. If Hindu Joint Family, the name and address of the Karta and Co-parceners with their respective ages.

Sl. No.	Full Name/Address Occupation	Relationship with deceased	Age (Yrs.)
1			
2			
3			
4			
5			
6			

--	--	--	--

4. Name or Names of the Guardian/s of the minor Children of the Depositor

Whether Natural Guardian	
Whether Guardian appointed by a Court of Law in India. If so, attach a certified copy or duly attested copy of such Order	
In whose custody the Minor/Minors is / are?	

5. Claimant/s name/s and address in full:

(i) _____

(ii) _____

(iii) _____

I/We submit the following documents. Please return the original death certificate to us after verification:

1. Death Certificate (Original + 1 photocopy) issued by: _____
2. Letter of Indemnity

We request you to handover the documents such as No Dues Certificate, Form 35 and Letter to RTO to enable us for removal of Hypothecation charge on the Vehicle.

I/We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and belief.

Place:

Yours faithfully,

Date:

Signature of Claimant(s)

Name of the Claimants

Address

Signature

1.

2.

3.

4.

5.

Annexure 2
Affidavit Cum Indemnity
(To be duly stamped as per the Stamp Act applicable to the State)
AFFIDAVIT CUM INDEMNITY

To
The Branch Manager
CreditAccess Grameen Limited
_____ Branch

1. I/We,
 - i. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____
 - ii. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____
 - iii. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____
 - iv. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____
 - v. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____ as natural guardian and F/o/M/o _____ for and on behalf of the benefit of the minor do solemnly affirm and state as follows.
2. I/We affirm herewith that I/we are the only legal heirs of the deceased Sri./Smt. _____ We further state that _____ had on _____ hypothecated his/her vehicle with Registration number _____ as a security to secure the loan of Rs. _____ (Loan) sanctioned by you to _____.
3. We advise the demise of Shri/Smt. _____ on _____ (Death certificate is enclosed to this letter/indemnity).
4. We being the only legal heirs of the deceased wish to repay/have repaid the said loan as per the loan agreement. Hence, to enable us to release the hypothecation on the said vehicle, we have requested the Company to furnish necessary documents such as No Dues Certificate, Form 35 and Letter to RTO, to the me/us as I/we are only the legal heirs of Late _____.
5. We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and belief.

IN CONSIDERATION of your handing over to us the hypothecation release documents of the said vehicle of the deceased borrower/co-borrower after payment of the entire dues/since the dues have been paid in full, we:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

hereby jointly and severally UNDERTAKE AND AGREE to indemnify CreditAccess Grameen, its directors, employees and its successors and assigns against all claims, demands, proceedings, losses, damages, charges and expenses (including attorney's fees and expenses of litigation, if any)

of whatsoever nature which may be raised against or incurred by you by reasons or in consequence of your having agreed to hand over the said documents to us.

SIGNED AND DELIVERED

By the above named on this _____ Day of _____ two thousand _____.

SIGNED AND DELIVERED by the above named ----- sign of all the legal heirs

1. _____ 2. _____ 3. _____
 4. _____ 5. _____ 6. _____ (Deponents/heirs /claimants of the deceased)

In consideration of the loan, we the undersigned _____ [Name(s) _____] jointly and severally guarantee to you, CreditAccess Grameen Ltd., the receipt of the hypothecation release documents under the aforesaid indemnity by the executants thereof.

Signature _____ Name _____ Occupation _____ Address _____ _____ _____	Signature _____ Name _____ Occupation _____ Address _____ _____ _____
--	--

In the above captioned box the legal heir who have received the hypothecation release documents will sign and it will be treated as SURETY.

Sl. No.	Name of legal heirs	Signature of legal heirs
1		
2		
3		
4		
5		

ATTESSTED BY NOTARY PUBLIC

SEAL AND SIGNATURE

3. Gold Loan

On event of demise of the borrower the following process to be followed by the nominee/legal heirs ("**Claimant/s**") for collecting all the gold ornaments, upon full & final settlement/repayment of the gold loan.

Documents to be submitted by the nominee/legal heirs:

Claimant/s should visit the RF Branch from where loan has been serviced. The Claimant should carry photocopies of all the below mentioned documents for submission. If required by the branch officials the original documents to be provided for cross verification:

1. Death Certificate & ID proof of the demised borrower.
2. Request Letter (Refer **Annexure 1**) supported with ID proof of Claimants such as Voter ID Card, PAN Card, Passport, Aadhar or any other ID proof which is acceptable to the CreditAccess Grameen Limited ("**Company**").
Note: Aadhaar is not mandatory any other alternate documents may be provided to the Company for proof of identification
3. **If the Claimant/s is a minor** then the court appointed legal guardianship certificate/certified court order needs to be submitted along with the valid ID Proof of the legal guardian, in the absence of a natural guardian. Minor cannot sign the any of the loan related documents, therefore legal guardian as above must sign such documents.
4. **POA if some of the legal heirs cannot be present:** Gold ornaments can be handed over to Claimant who is one of the legal heirs of the demised borrower by virtue of a Power of Attorney – (POA) if any of the legal heir(s) is unable to visit the branch for collecting the gold ornaments, subject to some other additional verification by the Company. The POA should be duly stamped and notarized as per applicable laws of state of execution. POA holder has to execute discharge as "Constituted Attorney of _____ (POA issuer)" (**Refer Annexure 2**) for the SPOA template. It is clarified that the Company is not obliged/entitled to distribute the gold ornaments comprised under the loan account of the deceased borrower among the legal heirs, but only collectively hand it over to one of the legal heirs as mutually agreed among all the legal heirs.
5. If any POA is executed outside of India, the same is required to be attested by General Consulate of India/ High Commission of India/ Indian Embassy and then sent to India. The same is required to be duly stamped as per the applicable laws of the state where it is first received.
6. **Dispute among the legal heirs :** Probate (if Will is available)/ Letters of Administration (if Will is unavailable)/ Succession Certificate/ Legal Heir Certificate issued by Statutory Authority/ any other court order to that extent is required in cases where there are disputes or if all legal heirs do not join in indemnifying the Company or in certain other exceptional cases where the Company has a reasonable doubt about the genuineness of the Claimant/s being only the legal heir of the Borrower.

7. Affidavit cum Indemnity Bond (refer **Annexure 3**) to be duly signed by the nominee/all the legal heirs (as the case may be) of demised Borrower and the said Affidavit cum Indemnity Bond to be notarized as per the applicable stamp duty laws of the respective State.
8. Copy of legal heirship certificate along with the family tree.
9. Sanction letter customer copy
10. Claimant live photo - this will be captured by the branch team at the time of documentation.
11. Claimant acknowledgment – this shall be executed at the time of closing the loan.

Post Submission of Documents: On submission of the above documents the Company will initiate due diligence, subsequent to which the Company will inform the Claimant for collection of the gold ornaments from the branch, post loan is closed. Company will endeavour to return the gold ornaments within 1 (one) working day, provided the legal heirs provide all co-operation and there is timely submission of all the requisite documents as stated above, all the legal heirs unanimously agree to receive the ornaments without any dispute and there are no any legal hurdles involved in handing over of the gold ornaments. If there are any delay in handing over of the documents beyond the aforesaid days, the Company shall communicate to the Claimant the reason for such delay.

Note: The above-mentioned procedures are the broad guidelines and not exhaustive. Any other documents submitted by customer which are not mentioned above, shall be subject to necessary allied checks and due verification by the Company.

Annexure 1

Application for Deceased claim

Date:

From

To

The Branch Manager

Credit Access Grameen Limited

_____ Branch

Dear Sir,

Re: Deceased Account - Late Shri/Smt. _____, Loan Account No. _____

I/We advise the demise of Shri/Smt. _____ on _____. He/She holds the above Loan Account at your branch. The loan account is in the name of: _____.

I/We lodge my/our claim for handing over the gold ornaments of the above-named deceased who died intestate. I/we am/are the nominee/legal heirs of the above-named deceased and lodge my/our claim for collection of gold ornaments as per the Company's terms and conditions. The relevant information about the deceased and the nominee/legal heirs are as under.

- Names in full of the parents of the deceased:

Father: _____

Mother: _____

- Religion of the deceased: _____

- Details of living (i) Husband (ii) Wife (iii) Children (iv) Father (v) Mother (vi) Brothers (vii) Sisters (viii) Grand Children. If Hindu Joint Family, the name and address of the Karta and Co-parceners with their respective ages.

Sl. No.	Full Name/Address Occupation	Relationship with deceased	Age (Yrs.)
1			
2			
3			
4			
5			
6			

4. Name or Names of the Guardian/s of the minor Children of the borrower, if the Claimant is a minor.

Whether Natural Guardian	
Whether Guardian appointed by a Court of Law in India. If so, attach a certified copy or duly attested copy of such Order	
In whose custody the Minor/Minors is / are?	

5. Claimant/s name/s and address in full:

i) _____

ii) _____

iii) _____

I/We submit the following documents. Please return the original death certificate to us after verification:

1. Death Certificate (Original + 1 photocopy) issued by: _____
2. Letter of Indemnity

We request you to handover to me/us the gold ornaments of the above-named deceased to _____.

I/We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and belief.

Place:

Yours faithfully,

Date:

Signature of Claimant(s)

Name of the Claimants

Address

Signature

1.

2.

3.

4.

5.

Annexure 2

(Please check the facts and ensure same are correct. To be duly stamped and notarized as per Stamp Act of the State of execution)



Specific Power of Attorney

This Power of Attorney is made at _____ this _____ day of _____ 20____ by

- 1) Shri. _____, S/o//W/o//D/o _____ aged ___ years, residing at _____
- 2) Shri. _____, S/o//W/o//D/o _____ aged ___ years, residing at _____
- 3) Shri. _____, S/o//W/o//D/o _____ aged ___ years, residing at _____

send greetings:

WHEREAS

1. CreditAccess Grameen Limited, a Company incorporated under the provisions of the Companies Act, 1956 (CIN: L51216KA1991PLC053425) and registered with the Reserve Bank of India as a Non-Banking Financial Company-Micro Finance Institution (NBFC-MFI) having its Registered Office situated New No. 49, (Old No 725), 46th Cross, 8th Block, Jayanagar, (Next to Rajalakshmi Kalyana Mantap) Bengaluru, Karnataka-560070, and one its branches at _____ (hereinafter referred to as "the Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) had sanctioned a gold loan to _____ (Borrower) of Rs. _____/- (Rupees _____ only) (hereinafter referred to as "the facility") for the purpose of _____ in terms of the sanction letter dated _____ (hereinafter referred to as "the said Sanction Letter").
2. As per the terms and conditions as stipulated in the said Sanction Letter, the Borrower had pledged gold ornaments and more particularly described in **Schedule A** therein (hereinafter referred "Gold Ornaments") in favour of the Company as a security to secure the repayment of loan sanctioned by the Company to the Borrower.
3. And whereas the Borrower expired on _____. Subsequently we _____, the legal heirs of the deceased Borrower repaid the outstanding dues including interest, cost, charges etc amounting to Rs. _____/- to the Company on _____.
4. After the foreclosure of the deceased Borrower's loan, we, the legal heirs of the Borrower requested the Company to release the gold ornaments and hand over the gold ornaments to us.

And whereas we _____ are at present residing at _____ (Full address) and is unable/ not in a position to attend to the Company's branch to accept the gold ornaments and to give our acknowledgement and all other documents etc in favour of the Company. Therefore, we wish to grant the necessary power to Shri/Smt. _____ (give details), R/o _____, _____ being our _____ to act on our behalf as our legally constituted Attorney to do all or any of the following acts.

NOW KNOW YE AND THESE PRESENTS WITNESSETH, Shri./Smt. _____ & _____, hereby nominate, constitute and appoint Shri./Smt. _____ Constituted Attorney as our true lawful attorney or agent with authority and powers to do following acts, deed and things in the name and on the behalf of me/ us or in my/our name and on my/our behalf.

5. To attend the respective branch of the Company and collect the gold ornaments from the Company.
6. To execute such necessary documents, Acknowledgements, from time to time
7. To execute such other deeds and documents as may be necessary for the purpose of release of the gold ornaments.
8. If required, to engage any lawyer, counsel, representative or any professional expert for this purpose and to give authority for appearing before any authority;

And generally, to do and execute all acts and deeds and things as are necessary to be done or executed for the said purpose as mentioned hereinabove and which we would be required to do personally in the absence of this Power of Attorney.

And we agree to ratify all such lawful acts deeds and things done and executed by the said attorney pursuant to these presents.

And it is hereby declared that this Power of Attorney will be unconditional and irrevocable.

Schedule – A (Description of the Gold Ornaments)

In witness whereof, the Power of Attorney has been executed on the day and year first hereinabove mentioned and, in the manner, hereinafter appearing:

IN WITNESS WHEREOF

SIGNED AND DELIVERED BY the

within named Shri. _____ :

In the presence of:

Signature of Attorney _____

Before me:

Annexure 3
Affidavit Cum Indemnity
(To be duly stamped as per the Stamp Act applicable to the State)
AFFIDAVIT CUM INDEMNITY

To
The Branch Manager
CreditAccess Grameen Limited
_____ Branch

1. I/We,
 - a. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____
 - b. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____
 - c. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____
 - d. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____
 - e. Mr./Miss./Mrs. _____ S/o//W/o//D/o//H/o Late _____ Aged _____ years, residing at _____ as natural guardian and F/o/M/o _____ for and on behalf of the benefit of the minor do solemnly affirm and state as follows.
2. I/We affirm herewith that I/we are the nominee/only legal heirs of the deceased Sri./Smt. _____ We further state that _____ had on _____ pledged his/her gold ornaments as a security to secure the loan of Rs. _____ (Loan) sanctioned by you to _____.
3. We advise the demise of Shri/Smt. _____ on _____ (Death certificate is enclosed to this letter/indemnity).
4. We being the nominee/ only legal heirs of the deceased wish to repay/have repaid the said loan as per the loan agreement. Hence, we request you to release your charge on the said gold ornaments on payment of dues/since the dues have been paid in full and release the gold ornaments to us, considering I/ we being the nominee/only legal heirs of Late _____.
5. We state that _____ had not executed any 'Will' in favour of any person.
6. We further state and confirm that we _____, _____, _____, _____ are the only legal heirs of the Late _____.
7. The minor legal heir (if any) is represented by the natural guardian.
8. We hereby solemnly affirm that the above statements are true and correct to the best of my/our knowledge and belief.

IN CONSIDERATION of your handing over to us the gold ornaments of the deceased borrower after payment of the entire dues/since the dues have been paid in full, we:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

hereby jointly and severally UNDERTAKE AND AGREE to indemnify CreditAccess Grameen Limited, it's Directors, employees and successors and assigns against all claims, demands, proceedings, losses, damages, charges and expenses (including attorneys fees and expenses of litigation, if any) of whatsoever nature which may be raised against or incurred by you by reasons or in consequence of your having agreed to hand over the said gold ornaments to us.

SIGNED AND DELIVERED

By the above named on this _____ Day of _____ two thousand_____.

SIGNED AND DELIVERED by the above named ----- sign of all the legal heirs

1. _____ 2. _____ 3. _____

4. _____ 5. _____ 6. _____ (Deponents/Nominee/heirs /Claimants of the deceased)

In consideration of the loan, we the undersigned _____ [Name(s) _____] jointly and severally guarantee to you, CreditAccess Grameen Ltd., the receipt of the gold ornaments under the aforesaid indemnity by the executants thereof.

Signature _____ Name _____ Occupation _____ Address _____ _____ _____	Signature _____ Name _____ Occupation _____ Address _____ _____ _____
--	--

In the above captioned box the legal heir who have received the gold ornaments will sign and it will be treated as SURETY.

ATTESSTED BY NOTARY PUBLIC

SEAL AND SIGNATURE

