

The Enemy Property Rules, 2015

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The Enemy Property Rules, 2015¹

In exercise of the powers conferred by Section 23 of the Enemy Property Act, 1968 (34 of 1968), the Central Government hereby makes the following rules, namely—

1. Short title and commencement.—(1) These rules may be called the Enemy Property Rules, 2015.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—(1) In these rules, unless the context otherwise requires,—

- (a) “Act” means the Enemy Property Act, 1968 (34 of 1968);
- ²[(aa) “Annexure” means Annexure-I, Annexure-II and Annexure III appended to these rules;]
- (b) “Form” means the form appended to these rules;
- (c) ³[* * *]
- (d) “District Authority” means the District Magistrate or District Collector or Deputy Commissioner or any officer in-charge of the district;
- ⁴[(e) “estate officer” shall have the meaning assigned to it in the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971);
- (f) “public premises” shall have the meaning assigned to it in sub-clause (4) of clause (e) of Section 2 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971);
- (g) “rent”, “standard rent”, “lease rent”, “licence fee” or “usage charges”, as the case may be, means rent, standard rent, lease rent, licence fee or usage charges payable by the occupant for his occupancy of the enemy property;
- (h) “unauthorised occupants” shall have the meaning assigned to it in clause (g) of Section 2 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971).]

⁵[(2) Words and expressions used in these rules and not defined in the Act or in the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) shall have the meanings respectively assigned to them in those Acts.]

3. Procedure for identification of immovable property.—(1) The Custodian may seek assistance of the District Authority for examination of the tehsil-wise or

1. Ministry of Home Affairs, Noti. No. G.S.R. 205(E), dated March 19, 2015, published in the Gazette of India, Extra., Part II, Section 3(i), dated 19th March, 2015, pp. 14-24, No. 154

2. *Ins.* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

3. *Omitted* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to omission it read as:

“(c) “license fee” means monthly tariff charge to the occupant for his occupancy of the subject property for a definite tenure;”

4. *Ins.* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

5. *Subs.* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to substitution it read as:

“(2) Words and expressions used in these rules and not defined but defined in the Act, shall have the meanings respectively assigned to them in the Act.”

block-wise revenue records for the purposes of identifying any immovable property belonging to or held in the name of an ⁶["enemy" or "enemy subject" or "enemy firm"].

(2) The concerned District Authority shall on identifying any immovable property belonging to or held ⁷[by the enemy or enemy subject or enemy firm], forward to the Custodian the complete details of such enemy property ⁸[and the name and address and other particulars of the person who is in possession of such property or the name of the occupier or manager or agent of the owner].

(3) If the District Authority receives any information or complaint from any person or from any source in respect of an enemy property, he shall forward such information or complaint to the Custodian along with details referred to in sub-rule (2).

(4) The Custodian may direct the District Authority in which the enemy property is located, to carry out physical inspection or verification of the enemy property for obtaining the information as specified by the Custodian.

(5) On receipt of the direction from the Custodian under sub-rule (4), the District Authority shall check the relevant revenue or municipal or police records to verify the location or area and other details of the enemy property and conduct survey for obtaining the information as specified by the Custodian.

⁹[(5-A) Without prejudice to the provisions contained in this rule, the District Authority shall take all such steps as may be necessary for the purpose of identification of the enemy property.]

¹⁰[(6) The District Authority or any person authorised by the Custodian shall prepare a detailed report of all cases identified as enemy property and shall submit the same to the Custodian along with his comments thereon.]

(7) ¹¹[* * *]

(8) ¹²[* * *]

6. Subs. for "enemy" by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

7. Subs. for "in the name of an enemy" by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

8. Subs. for "including the nationality of the owner thereof" by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

9. Ins. by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

10. Subs. by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to substitution it read as:

"(6) On obtaining the required information referred to in sub-rule (5), and on being satisfied that the property or interest therein is prima facie enemy property, the Custodian or his authorised representative shall cause a notice to be served in Form 1, on the person claiming title to such property or interest and on any other person or persons whom he considers to be interested in the property."

11. Omitted by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to omission it read as:

"(7) The notice referred to in sub-rule (6) shall, as far as practicable, mention the grounds on which the property is sought to be declared as an enemy property and shall specify the provisions of the Act under which such property is alleged to be an enemy property."

12. Omitted by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to omission it read as:

"(8)(a) The notice shall be served personally to the person concerned or his manager, or to other members of his family; or be sent through registered post; or affix it on some conspicuous part of the premises concerned or at the last known place of the business of the person concerned.

(b) The Dasti service of notice through police may be resorted only in the case of persistent non-compliance of the notice."



(9) ¹³[* * *]

(10) ¹⁴[* * *]

(11) ¹⁵[* * *]

(12) ¹⁶[* * *]

(13) ¹⁷[* * *]

(14) All properties under examination and in the process of identification or verification shall be considered as Process Case and details of such cases shall be recorded in Annexure-I till its declaration.

¹⁸[(15) The Custodian shall maintain a register containing the properties identified as enemy properties and place the same in public domain and also exhibit the same on the website of the office of the Custodian.]

4. Procedure for declaration and vesting of the enemy property.—¹⁹[(1) On receipt of the report under sub-rule (6) of Rule 3 or any other evidence, the Custodian shall examine and cause further inquiry, if considered necessary.]

²⁰[(1-A) On obtaining the required information referred to in sub-rule (5) of Rule 3 and on being satisfied that the property or interest therein is prima facie enemy property, the Custodian shall serve or cause a notice to be served in Form 1, on the person claiming title to such property or interest and on any other person or persons whom he considers to be interested in the property.

13. *Omitted* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to omission it read as:

“(9) The Custodian or his authorised representative shall observe the principles of natural justice by giving sufficient opportunity to the notices to present their case before them and hear them or their representative.”

14. *Omitted* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to omission it read as:

“(10) Where a notice has been duly served, the party shall be called upon to show cause as to why the subject property should not be declared as an enemy property:

Provided that if the party fails to appear on the dates fixed for hearing even after giving reasonable opportunity, the Custodian or his authorised representative may proceed further to hear the matter ex-parte and pass a reasonable order on the material before them as the Custodian or his authorised representative deem fit.”

15. *Omitted* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to omission it read as:

“(11) Where the party appears and contests the notice, the Custodian or his authorised representative shall state the reasons to be recorded in writing, as to why the subject property should not be deemed to be an enemy property.”

16. *Omitted* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to omission it read as:

“(12) Any other person or persons claiming to be interested in the proceedings relating to enemy property, may file an application before the Custodian who shall then, either on the same day or on any subsequent day to which the hearing may be adjourned, proceed further to hear the applicant himself or cause the same to be heard by his authorised representative.”

17. *Omitted* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to omission it read as:

“(13) The authorised representative of the Custodian shall prepare a detailed report of all cases identified as enemy property in respect of which hearing is complete, and shall submit the same to the Custodian along with his recommendations thereon.”

18. *Ins.* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

19. *Subs.* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to substitution it read as:

“(1) On receipt of the report of the authorised representative referred to in sub-rule (13) of Rule 3, the Custodian shall examine and cause further investigation, if considered necessary.”

20. *Ins.* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

(1-B)(a) The notice referred to in sub-rule (1-A) shall be served personally to the person concerned or to his manager, or to other members of his family; or be sent through registered post; or affix it on some conspicuous part of the premises concerned of the enemy property or at the last known place of the business of the person concerned and may also be sent electronically.

(b) The Dasti service of notice through police may be resorted only in the case of persistent non-compliance of the notice.

(1-C) Where a notice has been duly served, the person or persons concerned shall be called upon to show cause as to why the subject property should not be declared as an enemy property.

(1-D) Any other person or persons claiming to be interested in the proceedings relating to enemy property, may file an application before the Custodian who shall then proceed further to inquire under Section 5-A of the Act and hear the applicant himself or cause the same to be heard by his authorised representatives.

(1-E) The Custodian shall give sufficient opportunity to the noticees and if the noticees fail to appear on the dates fixed for hearing even after giving reasonable opportunity, the Custodian may proceed further to hear the matter ex-parte and declare the property as enemy property under Section 5-A of the Act.

(1-F) The Custodian may, after making such inquiry as he deems necessary, by order, declare that the property of the enemy or the enemy subject or the enemy firm described in the order, vests in him under Section 5-A of the Act and issue a certificate in Form 2 to this effect and such certificate shall be the evidence of the facts stated therein.

(1-G) After issue of the order under sub-rule (1-F), the Custodian shall issue an authorisation in Form 3, authorising the District Authority to take over the said enemy property immediately on his behalf.]

(2) ²¹[* * *]

(3) On receipt of the authorisation order from the Custodian under sub-rule (2), the District Authority shall proceed further to take control over the management of the enemy property and shall initiate action for recovery of arrears or dues recoverable from the occupier of the vested property and a notice in Form 4 shall be affixed over the property declaring the said property as vested with the Custodian.

(4) The District Authority shall prepare a list of the ²²[vested immovable enemy property] pertaining to his district in the format given in Annexure II and a copy of the same shall be sent to the Custodian.

21. Omitted by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to omission it read as:

“(2) If, on examination of the report or on further investigation under sub-rule (1), the Custodian is satisfied that the property is an enemy property, he shall issue a certificate in Form 2, declaring the property as enemy property and vesting of such property in the Custodian, along with an authorisation order in Form 3, authorising the District Authority to take over the said property immediately on his behalf.”

22. Subs. for “vested property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

5. Procedure for preservation, management and control of ²³[immovable enemy property].—(1) Where any ²⁴[vested immovable enemy property in respect of which no income is received] by the Custodian, is under occupation of a person or persons or a company, the Custodian may serve a notice directing them to enter into an agreement with the Custodian in Form 5 and such occupant or occupants or the company, shall pay all arrears as may be determined by the District authority with effect from the date of occupation of the property or the date of vesting, whichever is earlier:

Provided that where the occupant of the ²⁵[vested immovable enemy property] is unwilling to enter into an agreement, the Custodian may initiate process for the eviction of the occupant and take control over the property in accordance and in the manner provided ²⁶[under the Act and the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 and the rules made thereunder]:

Provided further that where the share of the enemy in such property exceeds one-half of the ²⁷[whole immovable enemy property], the control over the whole property may be taken over by the Custodian.

²⁸[(1-A) The lease, leave and licence agreement, or tenancy or occupancy of the enemy property shall not be transferable by the tenant, lessee or licensee, as the case may be.

(1-B) The provisions of entering into a leave and licence agreement under sub-rule (1) or payment of rent, standard rent, lease rent, licence fee or usage charges, as the case may be, by any occupant shall not confer a perpetual right to continue as a tenant, lessee or licensee, as the case may be.]

(2) Where ²⁹[the vested immovable enemy property] is jointly owned by an enemy and an Indian National or is an undivided share in joint property, the income and expenses in respect of such property shall be apportioned for its preservation, management and control.

(3) All ³⁰[vested enemy property] which is unoccupied at the time of taking over of control by the Custodian or has become vacant due to eviction under ³¹[these rules] shall be leased out through open auction to the highest bidder.

(4) The Custodian shall prepare a list of all enemy properties out of which any income is received or receivable, in Annexure III which shall be reviewed and updated from time to time.

23. Subs. for "immovable property" by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

24. Subs. for "vested property, in respect of which no income is received" by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

25. Subs. for "vested property" by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

26. Subs. for "in the Act and in these rules" by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

27. Subs. for "whole property" by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

28. Ins. by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

29. Subs. for "the vested property" by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

30. Subs. for "the vested property" by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

31. Subs. for "this rule" by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

Explanation.—For the purposes of this rule, “date of vesting” means the date of vesting of any property declared as enemy property in the Custodian which shall be with effect from 10th September, 1965, as notified under the notification of the Government of India in the Ministry of Commerce number 12/2/65-E.Pty. dated the 10th September, 1965.

6. Procedure for taking possession of ³²[movable enemy property].—Where the vested property is a ³³[movable enemy property], the Custodian may take possession of the property by actual seizure:

Provided that where the ³⁴[movable enemy property] is subject to speedy or natural decay or the expense of keeping it is likely to be out of proportion to its value, the Custodian may sell it forthwith in the presence of five neutral witnesses and in accordance with the relevant provisions of the Code of Criminal Procedure, 1973 (2 of 1974).

7. Procedure for taking possession of certain ³⁵[movable enemy property].—(1) Where the vested property is a debt or a legacy or interest payable on a debt or a legacy, the Custodian may serve the party liable with a notice, requiring such party to pay such debt or legacy or interest payable on such debt or legacy to the Custodian or any other person authorised by him to receive the payment.

(2) Where the ³⁶[vested movable enemy property] is a share in a joint-stock company, not being a joint-stock company, possession may be taken by informing the principal officer of such company that the share has vested in the Custodian.

(3) Where the ³⁷[vested movable enemy property] consists of Government or other securities, stock, or debentures, possession may be taken by serving upon the appropriate authority notice requiring such authority to make all payments in respect of such securities, stock, or debentures to the Custodian or any other person authorised by him in this behalf.

(4) Where the ³⁸[vested movable enemy property] is a running business or a share in such business, the Custodian may take possession of the stock-in-trade and other assets of the business and may further take such steps as he considers necessary either for the continuance of or for the winding up of such business.

8. Preparation of inventory of ³⁹[movable enemy property].—(1) Where the Custodian takes possession of any ⁴⁰[movable enemy property] including any stock-in-trade or plant or machinery or any undertaking, he shall cause an inventory to be prepared of the property in Form 6 in triplicate, in the presence of not less than two neutral witnesses.

32. Subs. for “movable property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

33. Subs. for “movable property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

34. Subs. for “property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

35. Subs. for “movable property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

36. Subs. for “vested property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

37. Subs. for “vested property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

38. Subs. for “vested property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

39. Subs. for “movable property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

40. Subs. for “movable property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

(2) The inventory shall be signed by the person by whom it was prepared and each of the two witnesses and be countersigned by the Custodian and one copy of the inventory shall be given to ⁴¹[the person authorised in respect of possession of such movable enemy property] and two copies shall be retained by the Custodian.

⁴²[(3) The Custodian shall make entry in the inventory register and place the details thereof on its website in public domain.]

9. Preparation of inventory of ⁴³[immovable enemy property].—(1) Where the Custodian takes possession of any ⁴⁴[immovable enemy property], he shall cause an inventory to be prepared in Form 7, in triplicate.

(2) The inventory shall be signed by the person by whom it was prepared and shall be countersigned by the Custodian and one copy of the inventory shall be given to ⁴⁵[the person authorised in respect of possession of such immovable enemy property] and two copies to be retained by the Custodian.

⁴⁶[(3) The Custodian shall make entry in the inventory register and place the details thereof on its website in public domain.]

10. Internal audit.—The Custodian, with prior approval of the Central Government, may cause any internal audit to be done for any or all of its offices and such internal audit may be done by a Chartered Accountant registered with the Institute of Chartered Accountants of India.

11. National survey.—The Custodian shall conduct a national verification and survey ⁴⁷[of all the movable and immovable enemy properties vested in him] throughout the country from time to time and prepare a year wise annual survey planner in respect of each State.

12. Payment to Custodian of income from enemy property.—⁴⁸[* * *] The payment of money by an enemy subject or enemy firm to the Custodian under the Act shall be as per the following procedure, namely—

- (a) ⁴⁹[all rent, standard rent, lease rent, licence fee or usage charges,], sale-proceed, dividend, interest or share profit or any other money payable to the Custodian in respect of enemy property under the Act or under these rules shall be tendered by cash or by an account payee demand drafts or cheques or bank transfers in favour of “the Custodian of Enemy Property for India” payable at Mumbai in the Office of the Custodian or to any other person who may be authorised by the Custodian in this behalf, to receive such money;

41. Subs. for “the owner of the property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

42. Ins. by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

43. Subs. for “immovable property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

44. Subs. for “immovable property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

45. Subs. for “the owner of the property” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

46. Ins. by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

47. Subs. for “of all the properties vested in him” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

48. Brackets and figure “(1)” omitted by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

49. Subs. for “all rent, lease money” by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

- (b) the person receiving the money on behalf of the Custodian shall issue a receipt in Form 8;
- (c) in case of outstation cheques, the amount on account of bank charges may also be added to the amount due to the Custodian.

13. Receipts from District authority.—(1) The District authority shall remit the income collected from enemy property under their control to the Custodian through cheque, demand draft, pay order or electronic clearing service transfer.

(2) The District authority may utilise such amount not exceeding ten per cent of the total collection, for meeting contingent expenses for the purposes of preservation of the enemy property, with the prior approval of the Custodian to be obtained on an application made to the Custodian, giving detailed justification for such expenses.

14. Unauthorised occupant.—If any occupant of the enemy property repeatedly defaults in paying rent or refuse to pay rent, the District authority, in consultation with the Custodian, may take steps to terminate the lease or evict the occupant forthwith ⁵⁰[in accordance with the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971)]:

Provided that before evicting a person or terminating the lease under this rule, a notice shall be issued to the occupant:

Provided further that it may be open to the Custodian to initiate criminal proceedings against such occupation under the relevant laws for the time being in force.

⁵¹**14-A. Accounts.**—(1) The Custodian shall maintain proper accounts and other relevant records in respect of the income received by him and sale proceeds of the enemy properties sold by him and the expenditure incurred by him during every financial year.

(2) The income received by the office of the Custodian, the enemy properties sold during every financial year and annual expenditure statement with the audit report of the office of the Custodian shall be forwarded annually to the Central Government.

14-B. Application of the provisions of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.—The mention of particular matters in these rules shall not be held to prejudice or affect the general application of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) with regard to the effect of the disposal of immovable enemy property by way of sale or otherwise or eviction of the immovable property, being the public premises and Custodian being the estate officer under that Act.]

15. Procedure for divestment of enemy property vested in Custodian.—⁵²[* * *]

50. *Ins.* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

51. *Ins.* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

52. *Omitted* by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018). Prior to omission it read as:

53 [ANNEXURE I

[See Rule 3(14)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA
STATEMENT SHOWING DETAILS OF PROPERTY UNDER PROCESS STAGE
STATE:

.....

Sl. No.	STATEMENT OF PROCESS CASE
DISTRICT NAME	:
SUB-DIVISION NAME	:
POLICE STATION NAME	:
POST OFFICE NAME	:
BLOCK/TEHSIL NAME	:
CEP'S OFFICE FILE NO.	:
NAME OF PAK NATIONAL	:

CLASSIFICATION OF PROPERTY								
Mouza Name	J.L. No.	R.S. Kh. No.	R.S. Plot No.	L.R. Kh. No.	L.R. Plot No.	Total Area	Share of Pak National	Nature of the property with name of present occupier

DATE OF VESTING.....]

"15. Procedure for divestment of enemy property vested in Custodian.—(1) The Central Government may, on a reference or complaint or on its own motion, initiate process for divestment of an enemy property vested in the Custodian, to the owner thereof or to such other person.

(2) An officer of the rank of Joint Secretary or above in the Government of India shall be the Chairperson of the proceedings for divestment of the enemy property under this rule.

(3) The Chairperson shall give thirty days' notice to all concerned including the Custodian, requiring them to submit a reply, produce all documentary evidence and appear in person or through authorised representative:

Provided that if any party fails to appear on the date fixed for hearing, then a second and final notice shall be served through registered post and if he again fails to appear after the second notice, then the proceedings shall be heard ex parte:

Provided further that the Chairperson shall record the reasons for such ex parte proceedings.

(4) The notices shall be served on all concerned parties before each hearing.

(5) The presenting officer who has been engaged for presentation of the case on behalf of the Central Government, shall examine such witnesses and documentary evidences in respect of the property as he thinks fit.

(6) On completion of the proceedings, the details including depositions shall be furnished to the parties.

(7) The Chairperson, after examining the evidence and calling for further reports and inquiry as may be necessary, shall pass such orders thereon as it thinks fit, and a copy of the said orders shall be sent to the parties."

53. Subs. by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

⁵⁴[ANNEXURE II

[See Rule 4(4)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

STATEMENT SHOWING DETAILS OF DECLARED/

VESTED ENEMY PROPERTY

STATE:

Sl No. STATEMENT OF DECLARED CASE

DETAILS OF PROPERTY

DISTRICT NAME :

SUB-DIVISION NAME :

POLICE STATION NAME :

POST OFFICE NAME : *

BLOCK/TEHSIL NAME :

CEP'S OFFICE FILE NO. :

NAME OF PAK NATIONAL :

CLASSIFICATION OF PROPERTY

Mouza Name	J.L. No.	R.S. Kh. No.	R.S. Plot No.	L.R. Kh. No.	L.R. Plot No.	Total Area	Share of Pak National	Nature of the property with name of present occupier

DATE OF VESTING.....]

⁵⁵[ANNEXURE III

[See Rule 5(4)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

STATEMENT SHOWING DETAILS OF INCOME

RECEIVING ENEMY PROPERTY

STATE:

Sl No. STATEMENT OF INCOME RECEIVING CASE

DETAILS OF PROPERTY

DISTRICT NAME :

SUB-DIVISION NAME :

POLICE STATION NAME :

POST OFFICE NAME :

⁵⁴ Subs. by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).⁵⁵ Subs. by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

BLOCK/TEHSIL NAME :
 CEP'S OFFICE FILE NO. :
 NAME OF PAK NATIONAL :
 DATE OF VESTING :]

⁵⁶[FORM 1

[See Rule 4(1-A) of the Enemy Property Rules, 2015]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

F. No. CEPI/

Dated:

To

SHOW CAUSE NOTICE

Subject: Immovable enemy property.....

Whereas it appears, the subject property belonged to or/was held by or managed on behalf of "enemy" or "enemy subject" or "enemy firm" and the subject property appears to be an enemy property vested in the Custodian of Enemy Property for India and continues to vest in him under the Enemy Property Act, 1968 and the Enemy Property Rules, 2015 made thereunder.

2. The undersigned is the Custodian/ Person authorised by the Custodian on his/her behalf to identify, preserve and manage the enemy property situated in the district/ tehsil under the charge of the Custodian.

3. Now, therefore, the undersigned requires you to furnish the following information/documents in person or through your representative and show cause in writing at the address given above within ten days of receipt of this notice as to why the subject property should not be declared as enemy property and be taken under the control of the Custodian for its preservation and management as provided under the Enemy Property Act, 1968 and the Enemy Property Rules, 2015.

4. The reply should indicate specifically whether any personal hearing in the matter is required by you.

5. In case no reply is received within the stipulated time as above, or you do not appear for the personal hearing on the date and time fixed for the said purpose, it will be presumed that you have nothing to say in the matter and the said property shall be taken over by the Custodian as enemy property and dealt with in accordance with the provisions of the said Act and Rules.

6. List of documents/information required for the aforesaid purpose—

- (i) Name of "enemy" or "enemy subject" or "enemy firm", the enemy property owned by them, date of migration of the then owner of the enemy property to Pakistan and other details of the enemy property.
- (ii) Details of subsequent transfers of the subject enemy property.
- (iii) Copies of relevant, revenue records relating to the subject enemy property.
- (iv) Documentary evidence in support of your claim, if any in respect of the subject enemy property.
- (v) Death certificates or proof of dissolution and true genealogical charts of the "enemy" or "enemy subject" or "enemy firm".
- (vi) Any other information in respect of the subject enemy property.

Date:

Place:

BY ORDER

Custodian/person authorised by the Custodian]

⁵⁷[FORM 2

[See Sections 5, 5-A and 12 of the Enemy Property Act, 1968 and Rule 4(1-F) of the Enemy Property Rules, 2015]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

F. No.

Dated

CERTIFICATE UNDER SECTIONS 5, 5-A AND 12 OF THE ENEMY PROPERTY ACT, 1968 AND RULE 4(1-F) OF THE ENEMY PROPERTY RULES, 2015

Whereas all immovable enemy properties in India belonging to or held by or managed on behalf of the "enemy" or "enemy subject" or "enemy firm" and the subject property being an enemy property is vested in the Custodian of Enemy Property for India and continues to vest in him under the Enemy Property Act, 1968 and the Enemy Property Rules, 2015 made thereunder.

And whereas, the immovable enemy properties situated at (details of property) belong(s) to or is/are held/managed by on behalf of the "enemy" or "enemy subject" or "enemy firm" and the above enemy property has been declared as enemy property and vested in the Custodian of Enemy Property for India.

Now, therefore, I, (Name of the Custodian of Enemy Property for India) under Section 5-A read with Section 12 of the Enemy Property Act, 1968 and the Enemy Property Rules, 2015 hereby certify that the above mentioned property(s) is/are have been declared as enemy property(s) and vested in Custodian and continue to so vest under the provisions of the Enemy Property Act, 1968 and the Enemy Property Rules, 2015 and this certificate shall be the evidence of the facts stated herein.

BY ORDER

(Custodian of Enemy Property for India)

(Seal of Office)]

⁵⁸[FORM 3

[See Rule 4(1-G) of the Enemy Property Rules, 2015]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

AUTHORISATION ORDER OF THE ENEMY PROPERTY UNDER SECTION 8 OF THE ENEMY PROPERTY ACT, 1968 AND THE ENEMY PROPERTY RULES, 2015

F. No.

Dated:

Whereas all immovable enemy properties in India belonging to or held by or managed on behalf of the "enemy", "enemy subject" or "enemy firm" are enemy property vested in the Custodian of Enemy Property for India under the Enemy Property Act, 1968 and the Enemy Property Rules, 2015 and continue to so vest in the said Custodian under Sections 5, 5-A and 12 of the Enemy Property Act, 1968 and the Enemy Property Rules, 2015.

And whereas the person/persons detailed in column (2) of the Schedule annexed hereto is/are a/all "enemy", "enemy subject" or "enemy firm" owning/holding/managing the immovable enemy property/ properties mentioned in column (3) thereof.

57. Subs. by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

58. Subs. by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

And whereas the said property/properties is/are enemy property/enemy properties vested in the Custodian and continue to so vest in terms of the provisions of the aforesaid Act and Rules.

Now, therefore, I, the Custodian of Enemy Property for India, hereby authorise the District Magistrate/Collector/Deputy Commissioner/In-charge of District under Section 8 of the Enemy Property Act, 1968 and the Enemy Property Rules, 2015 to take over control and management of and take such measures as he considers necessary or expedient for the preservation and management of the said immovable enemy property.

By Order

SCHEDULE

Sl. No.	Name of the "enemy", "enemy subject" or "enemy firm"	Details of the enemy property
(1)	(2)	(3)

(Custodian of Enemy Property for India with seal)]

⁵⁹[FORM 4

[See Rule 4(3) of the Enemy Property Rules, 2015]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

NOTICE

(TO BE AFFIXED ON THE ENEMY PROPERTY)

Subject: (Details of Immovable Enemy Property)

Whereas on receipt of the authorisation Order under sub-rule (1-G) of Rule 4 from the Custodian, the District Authority has taken control over the management of the aforesaid immovable enemy property and initiated action for recovery of arrears or dues recoverable from the occupier of the aforesaid immovable enemy property vested in the Custodian;

And whereas the aforesaid immovable enemy property continue to remain so vested in the Custodian under Sections 5, 5-A and 12 of the Enemy Property Act, 1968 and the Enemy Property Rules, 2015;

Without prejudice to above, now therefore this Notice is being affixed over the aforesaid immovable enemy property declaring that the said property is vested in the Custodian.

Date:

Place:

(District Authority with seal).]

FORM 5

[See Rule 5(1)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

LEAVE AND LICENSE AGREEMENT

This leave and licence agreement is made and entered into at on this day of (Month)..... (Year) Between Shri..... an adult, Indian inhabitant residing at, hereinafter referred to as "The Licensor" (which expression unless contrary or repugnant to the context or meaning thereof shall mean and include his legal heirs, executors, administrators & assigns) of the "One Part and Shri an adult, Indian inhabitant residing at, hereinafter referred to as "The Licensee" (which expression unless contrary or repugnant to the context or meaning thereof shall mean and includes his legal heirs, executors, administrators and assigns) of the "Other Part".

59. Subs. by G.S.R. 256(E), dt. 21-3-2018 (w.e.f. 21-3-2018).

Whereas the Licensor is the lawful and legal owner and is fully seized and possessed of Flat No. an adult, Indian inhabitant residing at (hereinafter for the sake of the brevity referred to as ('The said property/premises'.))

And whereas the Licensee has approached to the Licensor with a request to allow the Licensee to temporarily occupy and use the said premises/property for Residential/Residential-cum-commercial purpose

on leave and license basis for a period of 11 months commencing from (Day)..... (Month) (Year) to (Day)..... (Month) (Year).

And whereas the Licensor has agreed to allow Leave and License to the Licensee to occupy and use the said premises/property for a period of 11 months only on the following terms and conditions agreed to between the parties hereto:

Now it is agreed by and between the parties hereto as follows—

1. That the Licensor hereby grants leave and license to the Licensee to occupy and use the said premises/property for residential/residential-cum-commercial purpose for a period of 11 months commencing with effect from (Day)..... (Month) (Year) to (Day)..... (Month)..... (Year).
2. That the Licensee has agreed to pay to the Licensor, the sum of Rs. (Rupees in words) per month being the occupancy charges for the said premises/property regularly on or before 10th day of each and every month.
3. That the Licensee has further agreed to pay the Electricity charges and other incidental charges due to appropriate authorities as per the bill amount regularly during the currency of this Agreement.
4. That the Licensed said premises/property shall be used only for Residential/Residential-cum-commercial purpose and not for any other purpose.
5. The Licensed said premises/property is giving to the Licensee on personal basis and the Licensee shall not be entitled to transfer the benefit of this agreement to anybody else or will not be entitled to allow anybody to occupy the said premises/property or any part thereof. Nothing in this agreement shall be deemed to grant a Lease and the Licensee agrees and undertakes that no such contention shall be taken up by the Licensee at any time.
6. The Licensee shall not be deemed to be in the exclusive occupation of the Licensed said Flat and the Licensor will have the right to enter upon the said Flat at any time during residential Purpose hours to inspect the premises.
7. The Licensee shall maintain the licensed said premises/property in good condition and will not cause any damage thereof. If any damage is caused to the said property/premises or any part thereof by the Licensee or his family members, the same will be made good by the Licensee at the cost of the Licensee whether by rectifying the damage or by paying cash compensation as may be determined by the Licensor.
8. The Licensee shall not carry out any work of structural repair or additions or alteration to the said premises/property. Only such alterations or additions as are not of structural type or of permanent nature may be allowed to be made by the Licensee inside the premises/property with the previous permission of the Licensor.
9. The Licensee shall not cause any nuisance or annoyance to the people in the neighbourhood or store any hazardous goods on the premises of the said premises/property.
10. The Licensee agreed to abide all the rules and regulations of the competent authority.

11. If the Licensee commits a breach of any terms of this agreement then notwithstanding anything herein contained the Licenser will be entitled to terminate this agreement by 30 days prior notice to the Licensee.
12. That either party to this Agreement is at liberty to terminate this Agreement by giving 30 days prior notices in writing.
13. On the expiration of the said premises/property terms or period of the License or earlier termination thereof, the Licensee shall hand over vacant and peaceful possession of the Licensed said premises/property to the Licenser in the same condition in which the said premises/property now exist, subject to normal wear and tear. The Licensee, occupation of the said premises/property after such termination, will be deemed to be that of a trespasser.

In witnesseth whereof the parties hereto have herein unto set and subscribed their respective hands on the day and year mentioned hereinabove.

Signed sealed and delivered)

By the within named licenser)

SHRI)

In the presence of)

1.)

2.)

Signed sealed and delivered)

By the within named licensee)

SHRI)

In the presence of)

1.)

2.)

FORM 6

[See Rule 8(1)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA INVENTORY OF MOVABLE ENEMY PROPERTY

List of properties recovered on.....for the House/Factory/Shop/
Garden ofat.....

No.....Mohalla.....City.....

Serial No.	Name of Properties	Description

Witnesses

(1)

(2)

Signature of official

recovering the property.

Counter-signature of Assistant/

Deputy Custodian

FORM 7

[See Rule 9(1)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

STATEMENT SHOWING DETAILS OF INVENTORY OF IMMOVABLE PROPERTY

Sl. No.	File No.	Name of Enemy Migrant	Details of Property	Category			Remarks
				A/I	H/B	S/C	
			DISTRICT NAME : SUB-DIVISION NAME POLICE STATION NAME: POST OFFICE NAME: BLOCK/TEHSIL NAME: ADDRESS Landed property area Mouza Name JL No Dag No. Date of Vesting				
		Sl. No.	R.S. Plot Nos.				
			Total No. of Properties				

STATE:

⁶⁰[Note: In the table of this Form,—

- (i) "A/ I" refers to agricultural land;
- (ii) "H/B" refers to House building;
- (iii) "S/C" refers to Shop or commercial]

FORM 8

[See Rule 12(1)(b)]

OFFICE OF THE CUSTODIAN OF ENEMY PROPERTY FOR INDIA

RECEIPT FOR PAYMENTS TO GOVERNMENT

Dated.....20

Book No. Receipt No. Place.....

Received from..... Rs Rupees..... on account of.....

Signature of Cashier/Official granting receipt.