

PERIYAR LAKE LEASE
AGREEMENT

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*THIS INDENTURE made the twenty ninth day of October one thousand eight hundred and eighty six (corresponding with the fourteenth day of Tulam 1062 of the Malabar Era.) BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF TRAVANCORE [herein after called the Lessor of the one part and THE RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL of the other part WITNESS of that in consideration of the rents hereinafter reserved and of the vovenants by the said secretary of state for India in Council hereinafter contained the Lesser doth hereby demise and grant unto the said Secretary of state for India in Council his successors and designs [all of whom are intended to be included in and to be referred to by the expression “ the lessee ” hereinafter used] . **First:** All that tract of land part of the territory of Trivangore situated on or near the Periyar River bounded on all sides by a contour Line one hundred and fifty five feet above the deepest point of the bed of the said Periyar River at the site of the dam to be constructed there and shown in the map or plan here unto annexed and which said tract of land is delineated in the said map or plan here unto annexed and which said tract of land is delineated in the said map or plan here unto annexed and therein coloured blue and contained eight thousand acres or there about. **Secondl.:** All such land in the immediate Vicinity of the tract of land above mentioned and not exceeding the whole in extent one hundred acres as may be required by the lessee for the execution and preservation of the irrigation works to be executed by the Lessee within the said tract of land first above mentioned and which said works are commonly called or known as the “Periyar Project” . **Thirdly:** Fully right power and liberty to construct make and carryout on any part of the said lands hereinbefore demised and to use exclusively when constructed made and carried out by the lessee all such irrigation works and other works ancillary there to as the lessee shall think fit for all purposes or any purpose connected with the said Periyar Project or with the use exercise or enjoyment of the lands rights liberties and Powers hereby demised and granted or any of them . **Fourthly:** All waters following into through over or from the said tract of land firstly hereinbefore demised. **Fifthly:** All timber and other trees woods under woods and saplings which now are or shall during the continuance of this demise be growing or standing upon any of the said demised lands with liberty to the Lessee to fell grub up and use free of all charge for the same all such of the said timber and other trees woods under woods and saplings as shall be required in or about the construction or maintenance of or otherwise for all or any of the purposes of the said works or any of them or in connection therewith*

provided always that the Lessee shall not be responsible for the destruction of or for any damage done to any others of the said timber or other trees woods under woods or saplings for the time being growing or standing upon any of the said works any of them. **Sixthly:** The right of fishing in over and upon such water tanks and Ponds as now are or shall during the term hereby granted be upon or within any of the said demised lands. **Seventhly:** Free way leave and right and liberty of way and Passage in manner hereinafter mentioned through and over the lands of the lessor and liberty for the Lessee his officers agents servants and workmen to enter upon and to make lay and repair such one and not more than one main or waggon way from any point on the boundary line between British Territory in India and the Territory of Trivangore to any part of the said demised lands, in the usual manner by digging the soil and leveling the ground and making gutters through and over the lands of the Lessor between such point and the said demised lands for leading and carrying with horses and other cattle waggon carts and other carriages over and along the said waggon way unto and towards the said demised lands all materials required for all or any of the said works and other materials matters and things what so ever to and from any of the said demised lands and liberty for the Lessee his officers agents servants and workmen as occasion shall require to lay and fix wood timber earth stones gravel and other materials in and upon the lands of the Lessor and to cut dig and make trenches and water courses for the purpose of keeping the said waggon way free from water and to do all other things necessary or convenient as well for making and laying the said Waggon way as for repairing and upholding the same whenever there shall be occasion and liberty for the lessee his officers agents servants and workmen to go pass and repass along the said waggon way either on foot or with horses and other cattle waggons carts or other carriages unto and from the said demised lands and all other liberties and appurtenances necessary or convenient for making laying altering repairing using or removing the said waggon way or any part thereof the Lessee making reasonable compensation unto the Lessor and the tenants or occupiers for all damage occasioned by or in the exercise of the said liberties to the lands belonging to him or them except those actually taken and used for the line of the said waggon way. Except nevertheless out of this demise all sovereign rights of the Lessor in and to the said demised lands or any of them other than the rights liberties and powers hereinafter particularly mentioned and expressed to be hereby demised and except all minerals and precious stones whatsoever in and under the said. Lands hereby demised or any of them other than earth rubble stone and lime required for the said works or any of them together with liberty for the lessee to erect build and set up alter maintain and use upon or within the lands hereby demised such houses and other buildings

and to take free of all charge for the same all such earth rubble stone and lime there from as shall be necessary or proper for effectually or conveniently making and maintaining the said several works and generally to do all such things what so ever in or upon the hereby demised lands as shall be necessary or expedient for the construction and repair of the said irrigation and accommodation works and for any of the purposes of these presents to have and to hold the premises herein before expressed to do hereby demised and granted unto the lessee from the first day of January one thousand eight hundred and eight six for the term nine hundred and ninety nine years yielding and paying therefore by the same being dedicated from the tribute from time to time payable by the Lesser to the Government of India or Madras the yearly rent of **Forty thousand rupees** of British India commencing from the day on which the waters of the said Periyar River now flowing into the said territory of Trivangore shall by means of the said works be diverted and shall flow into British territory the first of such payments to be made at the expiration of twelve calendar months from such last mentioned date and yielding and paying from the date from which the said yearly rent of forty thousand rupees of British India shall become payable and over and above the same the further yearly rent [hereinafter called acreage rent] after the **rate five rupees of British India Currency every acre** and so in proportion for a less quantity of the lands hereby demised and granted which on the completion of the said works shall be found on measurement to be included with in the said contour line in excess of the said area of **Eight thousand acres** the first of such payments of acreage rent to be made at the time and place when and where the said yearly rent become payable the Lesser that the Lessee will pay to the Lesser the several rents hereinbefore reserved at the times hereinbefore appointed by allowing the same to be deducted from the Tribute from time to time payable by the Lesser as aforesaid and will at the expiration or sooner determination of the said term peaceably deliver upto the Lessor all the said premises hereby demised in such state and condition as shall be consistent with a due regard to the provision of this lease and in particular will within tow years after the expiration or determination of the said term clearly from the said land hereby demised all machinery and plant in or about the same or any part thereof or shall at the option of the Lessee abandon all claim to such machinery and plant or to such part or parts thereof as the Lessee shall think fit provided always and it is hereby agreed and declared that it shall be lawful for the Lessee at any time before the expiration of the said term to surrender and yield up all the demised premises to the Lesser in which cases and immediately upon such surrender the rents hereby reserved shall cease provided always and there presents are on this express condition that if and whenever there shall be a breach of any of the covenants and

agreements by the lessee herein contained the Lessor may re-enter upon any part of the said premises in the name of the whole and thereupon the said term of **Nine hundred and ninety nine years** shall absolutely determine without prejudice never the less to the recovery of any rent of money then payable or to the liability of the Lessee to perform and to the right of the Lessor to enforce the performance and observance of every or any covenant or stipulation herein contained and which ought to be performed or observed after the expiration of the said term in case the same had expired by effluxion of Lessee paying the rents observing all the covenant with the Lessee that the Lessee paying the rents hereinbefore reserved in manner aforesaid and performing and observing all the covenants and agreements by the lessee herein contained may quietly hold and enjoy all the lands rights and premises hereinbefore demised and granted during the said term and also free of rent so much of the said lands as shall then be required for any machinery or plant for two years after the expiration or determination of the said term without any interruption or disturbance by the Lessor or any person claiming through or in trust for the lessor and that if the Lessee shall be desirous of taking a renewed lease of the said premises for the further term of nine hundred ninety nine years from the expiration of the term hereby granted and of such desire shall prior to the expiration of the said last mentioned term given to the Lessor six calendar months previous notice in writing signed by any secretary to the Government of madras and shall pay the rents hereby reserved and perform and observe the several covenants and agreements herein contained and on the part of the Lessee to be observed and performed upto the expiration of the said term hereby granted the Lessor will upon the request and at the expense of the Lessee for with execute the delivery to the Lessee a renewed lease of the said premise for the further term of nine hundred and ninety nine years at the same yearly and acreage rents and under and subject to the same covenants provisions and agreements to including this present covenants as are herein contained, if and whenever any dispute or question shall arise between the Lessor and lessee touching these presents of anything herein contained or the construction thereof or the rights duties or liabilities of either party in relation to the premises the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regards to the male and consequence of the reference and in all other respects to conform to the provisions in that behalf of the code of Civil procedure 1882 of the Legislative Council of India or any then subsisting statutory modification thereof . IN WITNESS whereof Vembankam Ramiengar Esq., C.S.I Dewan of Highness the Maharajah of Travancore by order and direction of the Government of His Highness the said Maharajah and John Child Hannington Esquite, resident of Travancore and Cochin by

order and direction of the Right Honorable the Governor in Council of Fort St. George acting for and on behalf of the Right Honorable the Secretary of state for India in Council have hereunto set their respective hands and seals the day and year first above written

Signed sealed and delivered by the above named Vembankam Ramiengar in the presence of

K.K.KARUNLA

Maramut Secretary, Travancore Sircar.

J.H.PRINCE

*Acting Head Sircar Vakil,
Travancore Government.*

V.RAMIENGAR

Signed sealed and delivered by the above named JOHN child Hannayngton in the presence of

K.K.KARUNLA

Maramut secretary , Travancore sircar.

J.C.HANNYNGTON.

J.H.PRINCE

*Acting Head Sircar Vakil,
Travancore Government.*

1970 agreement

This agreement is executed on this the twenty ninth day of may One thousand and nine hundred and seventy BETWEEN the Government of Kerala [hereinafter referred to as the "Governor of Kerala" which expression shall, where the context so admits , include his successor in office and assigns] of the one part and the Government of Tamil Nadu (hereinafter referred to as "the Governor of Tamil Nadu which expression shall, where the context so admits, include his successors in office and assigns) of the other part.

WHREAS by a lease deed executed on the twenty ninth day of the October One thousand eight hundred and eight six (hereinafter referred to as "the Principle Deed") certain properties in the erstwhile state of Travancore were leased out to the Government of the erstwhile province of Madras in connection with the Periyar Irrigation Project subject to the terms, conditions and covenants therein contained.

WHEREAS the rights, liabilities and obligation of the parties under the principal Deed have devolved on the Government of Kerala and the Government of Tamil Nadu they being successors in interest.

*WHEREAS the Government of Tamil Nadu **have agreed to surrender** to the Government of Kerala their rights of fishing in, over and upon the waters, tanks and ponds in the land comprised in the said lease hold and also to revise the conditions in the Principle Deed regarding the rate of acreage rent in the manner herein mentioned.*

WHEREAS the parties hereto are desirous to amend the Principal Deed in order to give effect to this agreement .

AND WHEREAS these presents are supplemental to the Principal Deed.

NOW THESE PRESENTS WITNESS and the parties hereto mutually agree as follow

- 1. The Principal Deed shall be read and construed as if:*
 - a) Clause 6 therein, namely "Sixthly the right of Fishing in, over and upon such waters tanks and ponds as now are or shall during the term hereby granted be upon or within any of the demised lands" is deleted.*
 - b) In Clause 7, for the work " Seventhly" occurring at the beginning of the clause the work "Sixthly " is substituted .*
 - c) In Clause 7, the word " Yielding and paying therefore by the same being deducted from the tribute from time to time payable by the lessor to the Governmetn of India or Madras the yearly rent of forty thousand rupees of British India commencing from the day on which*

*the waters of the said Periyar River now flowing into the said territory of Travancore shall be means of the said. works be diverted and shall flow into British territory, the first of such payments to be made at the expiration of twelve calendar months from such lost mentioned date and yielding and paying from the date from which the said yearly rent of forty thousand rupees of British India currency for every acre and so in proportion for a less quantity of the lands hereby demised and granted which on the completion of he said works shall be found on measurement to be included within the said contour line in excess of the said area of eight thousand acres the first of such payments of acreage rent to be made at the time and place when and where the said yearly rent shall become payable as hereinbefore provide and the lessee doth hereby covenants with the lesser that the lessee will pay to the lessor the several rents hereinbefore reserved at the times hereinbefore appointed by allowing the same to tbe deducted from the tribute from time to time payable by the lessor as aforesaid shall be deleted and in their place the following words shall be substituted , namely and the lessee doth hereby covenant with the lessor that the lessee will pay to the lessor yearly rent at the rate of **Rs.30/- (Rupess thirty only)** for every acre of the said lands demised granted within the said contour line including the **8,000 acres** referred to in clause one and the first of such payment of yearly rent be made at the expiration of twelve calendar months from the due date of payment in the year one thousand nine hundred and sixty nine as per the Principal Deed and the lessee doth hereby covenants with the lessor that the rent alone herein mentioned shall be subject to revision once in every thirty years from the twenty ninth day of May One thousand nine hundred and seventy of such rate as may be mutually agreed upon and the lossee doth hereby covenants with the lessor that the lessee will pay to the lessor the yearly rent herein before reserved or at such revised rent as the case may be.*

- d) *The words “at the same yearly and acreage rent” occurring after the works “ will upon the request and at the expenses of he lessee forthwith execute and deliver to the lessee a renewed lease of the said premises for the further term of 999 years “, and before the works “ and under the subject to the same covenants provisions” shall be deleted.*
2. *The Government of Kerala agree to exercise the right of fishing in the lands demised under the principal deed without affecting in any way the irrigation and power rights of the Government of Tamil Nadu.*

3. *Save as varied as aforesaid the Principal Deed and all the conditions and covenant there of shall remain in full force and effect.*

In witness were of Shri K.P.VISWANATHAN NAIR, Secretary to Govt. of Kerala , Water & Power Dept. for and behalf of the Governor of Kerala and Thiru K.S.SIVASUBRAMANYAN, Secretary to Government of Tamil Nadu PWD for and on behalf of the Governor of Tamil Nadu have here unto set their hands the day and year first above written.

Signed by Shri K.P. VISWANATHAN NAIR , Secretary to Govt. of Kerala , Water and Power Department.

In the Presence of Witness :-

1. *SHRI R.GOPALASWAMY,
Secretary to Government of Kerala.*
2. *SHRI P.SANKUTTI MENON, Public Works Department
Secretary to government of Kerala,
Law Department.*

Signed by Thiru K.S.SIVASUBRAMANYAN, Secretary to Government of Tamil Nadu Public Works Department.

1. *THIRU R.RAMASUBRAMANIAM
secretary to the Govt. of Tamil Nadu,
Law Department.*
2. *Thiru G.JAS,
Joint secretary to the Government of Tamil Nadu,
Public works department.*