

**INDENTURE MADE BETWEEN THE SECRETARY OF STATE FOR INDIA AND THE MAHARAJAH OF TRAVANCORE IN RESPECT OF THE LEASE OF CERTAIN TERRITORY IN THE TRAVANCORE STATE IN CONNECTION WITH THE PERIYAR IRRIGATION PROJECT 1886**

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 (hereafter era) between the Government of His Highness the Maharajah of Travancore<sup>27</sup> (hereinafter called the Lessor) of the one part and the Right Honourable the Secretary of State for India in Council of the other part witnesseth that in consideration of the rents hereinafter reserved and of the covenants by the said Secretary of State for India in Council hereinafter contained the lessor in both hereby demise and grant unto the said Secretary of State for India in Council his successors and assigns (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 Travancore 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 hereunto annexed<sup>28</sup> and which said tract of land is delineated in the said map or plan hereunto annexed and therein coloured blue and contains 8000 acres or thereabouts.

SECONDLY All such land in the immediate vicinity of the tract of land above mentioned and not exceeding in 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 Full right power and liberty to construct, make and carry out on any part of the said land hereinbefore demised and to use exclusively when constructed, made and carried out by the lessee all such irrigation works and other work ancillary thereto as the lessee shall think fit for all purpose 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 flowing into through over or from the said tract of land firstly hereinbefore demised.

FIFTHLY All timber and other trees, woods, underwoods 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, underwoods 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 work 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, underwoods or saplings for the time being growing or standing upon any of the said demised lands by or through the construction or maintenance of the said works or any of them.

---

<sup>27</sup> Travancore is now part of state of Kerala and therefore Kerala is now the Lessor.

<sup>28</sup> The map not annexed.

SIXTHLY The right of fishing in over and upon such waters tank; and ponds as now are or shall during the term hereby granted be upon or within any of the said demised lands.

SEVENTHLY<sup>29</sup> 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 and servants and workmen to enter upon and to make, lay and repair such one and not more than one main or wagon way from any point on the boundary line between British territory in India and the Territory of Travancore to any part of the said demised lands in the usual manner by digging the soil and levelling the ground and making gutters through and over the lands of the lessor between such points and the said demised lands for loading and carrying with horses and other cattle wagons carts and other carriages over and along the said wagon 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 wagon way free from water and to do all other things necessary or convenient as well for making and laying the said wagon 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 wagon way either on foot or with horses and cattle wagons carts of 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 wagon 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 wagon 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 hereinbefore 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 therefrom as shall be necessary or proper for effectually or conveniently making and maintaining the said several works and generally to do all such things whatsoever 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 these presents to have and to hold the premises hereinbefore expressed to be hereby demised and granted unto lessee from the first day of January, one thousand eight hundred and eighty-six for the term of nine hundred and ninety-nine years yielding and paying therefore by the same being deducted from the tribute from time to time payable by the lessor 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 Travancore 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 of five 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 the said works shall be found on

---

<sup>29</sup> Clause 6 and 7 have been modified by supplemental agreement of 1970 between Kerala and Tamil Nadu.

measurement to be included within the said contour line in excess of the said area of eight thousand acres the first of such payment of acreage rent to be made at the time and place when and where the said yearly rent shall become payable as hereinbefore provided and the lessee doth hereby covenant with the lessor that the lessee will pay to the lessor 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 lessor as aforesaid, and will at the expiration or sooner determination of the said term peaceably deliver unto the lessor all the said premises hereby demised in such state and condition as shall be consistent with a due regard to the provisions of this lease and in particular will within two years after the expiration or determination of the said term clear from the said lands 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 lessor in which case and immediately upon such surrender the rents hereby reserved shall cease. Provided always and these 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 reenter 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 nevertheless to the recovery of any rent or 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 here in 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 time. And the lessor doth hereby covenant with the lessee that the lessee paying the rents herein before reserved in manner aforesaid and performing and observing all the covenant 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 and 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 give to the lessor six calendar months previous notice in writing signed by any Secretary to the Government of Madras<sup>30</sup> and shall pay the rents hereby reserved and perform and observe the several covenants and agreements herein contained and in the part of the lessee to be observed and performed up to the expiration of the said term hereby granted the lessor will upon the request and at the expense of the lessee forthwith execute and deliver to the lessee a renewed lease of the said premises for the further terms of nine hundred and ninety-nine years at the same yearly and acreage rents and under and subjects to the same covenants provisions and agreements including this present covenant as are herein contained. If and whenever any dispute or question shall arise between the lessor and lessee touching these presents or anything herein contained or the construction hereof 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 regard to the mode 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 Vembaukan Ramiengar, Esq. C.S.I., Diwan of His Highness the Maharajah of Travancore by order and direction of the Government of His Highness the said Maharajah and John Child Hannington, Esq., Resident of Travancore and Cochin by order and direction of the Right Honourable, the Governor in Council of Fort

---

<sup>30</sup> For the purpose of this agreement Madras is succeeded by Tamil Nadu.

St. George acting for and on behalf of the Right Honourable, 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 abovenamed Vembaukam Remiengar in the presence of:

(K.K. KARUNLA)

Maramut Secretary, Travancore Sircar.

(V. RAMIENGAR)

(J.H PRINCE)

Ag. Head Sircar Vakil,  
Travancore Government

Signed sealed and delivered by the above named John Child Hannyngton in presence of :

(K.K. KARUNIA)

Maramut Secretray, Travancore Sircar

(J.C. HANNYNGTON)

(J. H PRINCE)

Ag. Head Sircar Vakil,  
Travancore Government

## **AGREEMENT DATED 29.5.1970 BETWEEN THE GOVERNMENTS OF KERALA AND TAMIL NADU ON PERIYAR IRRIGATION PROJECT**

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

WHEREAS by the lease deed executed on the twenty-ninth day of October One thousand eight hundred and eighty six (hereinafter referred to as "the Principal 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 obligations 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 water, and tanks, and ponds in the land comprised in the said lease hold and also to revise the conditions in the Principal 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 follows:

1. The principal Deed shall be read and construed as if:

a) Clause 6 therein, nearly;

"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 word "Seventhly" occurring at the beginning of the clause the word "Sixthly" is substituted.

c) In clause 7, the words "yielding and paying therefor by the same being deducted from the tribute from time to time payable by the lessor 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 Travancore 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 currency for 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 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 provided and the lessee doth hereby covenant with the lessor that the lessee will pay to the lessor the several rents hereinbefore reserved at the times hereinbefore appointed by allowing the same to be deducted from that 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 (Rupees thirty only) for every acre of the said lands demised and 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 covenant 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 at such rate as may be mutually agreed upon and the lessee doth hereby covenant with the lessor that the lessee will pay to the lessor the yearly rent hereinbefore reserved or at such revised rent as the case may be.

d) The words "at, the same yearly and acreage rent", occurring after the words "will upon the request and at the expenses of the 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 words "and under and 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. Same as varied as aforesaid the principal deed and all the conditions and covenants thereof shall remain in full force and effect.

In witness whereof Shri K.P. VISWANATHAN NAIR, Secretary to Government of Kerala, Water and Power Department for and on behalf of the Governor of Keral and Thiru K.S. SIVASUBRAHMANYAN, Secretary to Government of Tamil Nadu, Public Works Department for and on behalf of the Government of Tamil Nadu have hereunto set their hands the day and year first above written.

Signed by Shri K.P. Viswanathan Nair, Secretary to Government of Kerala, Water and Power Department.

In the presence of witness:

1) SHRI R. GOPALASWAMY,  
Secretary to Government of Kerala,  
Public Works Department.

2) SHRI P. SANKUNNI MENON,  
Secretary to the Government of Kerala,

Law Department.

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

In the presence of witnesses:

- 1) THIRD R. RAMASUBRAMANIAM,  
Secretary to the Government of Tamil Nadu,  
Law Department.
- 2) THIRD G. JAS,  
Joint Secretary to the Government of Tamil Nadu,  
Public Works Department.