

AGREEMENT AMENDING THE PERIYAR LEASE DEED OF 1886 DATED
29TH MAY, 1970

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

WHEREAS by a 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 Governor 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 developed 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 leasehold 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 agreed as follows:-

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.

in clause 7, for the word "Seventhly" occuring 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 calender months from such 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 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 shall become payable as hereinbefore provided and the lessee both both hereby covenent with the lessor that the lessee will pay to the lessor, the several rents hereinbefore reserved at the times hereinbefore appointed by following the same to be 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 leasee will pay to the lessor yearly rent at the rate of Rs.30/- (Rupees thirty* only) for every acre of the said land demised and granted within the said contour line including of the 8000 acres referred to in clause one and the first of payment yearly rent be made at the expiration of twelve calender 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", occuring after the words." 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 term of 999 years"; and before the words and under and subject to the same covenant 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 copditions and covenants thereof shall remain in full force and effect.

In Witness whereof Shri K.P. Viswanathan Nair Secretary to the Government of Kerala, Water and Power Department for and on behalf of the Governor of Kerala and Thiru K.S. SIVASUBRAMANIYAN, Secretary to Government of Tamil Nadu Public Works Department for and on behalf of the Governor 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 Kerala, Water and Power Department:-

In the presence of Witness:-

1. Shri R. Gopalanswamy, Secretary to Government of Kerala, Public Works Department.
2. Shri P. Sankunni Menon, Secretary to the Government of Kerala, Law Department.
3. Signed by Thiru K.S. Sivasubramanyan, Secretary to Government of Tamil Nadu Public Workds Department.

In the presence of Witnesses:-

1. Thiru R. Ramasubramanian, Secretary to the Government of Tamil Nadu, Law Department.
2. Thiru G. Jas, Joint Secretary to Government of Tamil Nadu, Public Works Department.