

JOHORE RIVER WATER AGREEMENT

THIS DEED made the 29 day of September, 1962, BETWEEN the Government of the State of Johore (hereinafter called "the Government") of the one part AND the City Council of the State of Singapore and its successors in title (hereinafter called "the City Council") of the other part:

IT IS HEREBY AGREED AS FOLLOWS:-

1. In consideration of the premiums rents charges and covenants on the part of the City Council hereinafter agreed to be paid and observed respectively the Government hereby agrees to demise unto the City Council for the purposes hereinafter mentioned ALL and SINGULAR the lands situate in the State of Johore described in the Schedule hereto for a period of ninety-nine years with effect from the date of the signing of these presents:

Provided that the City Council shall pay to the Government premiums in respect of all such land at such rates to be determined by the Government as may be applicable to the use intended to be made of such land by the City Council.

2. (1) The Government shall acquire all or any alienated land which the City Council may by notice in writing require for the purposes herein mentioned:

Provided that all compensation proper fees and costs of such acquisition shall be borne by the City Council.

(2) All such land acquired for the purposes of these presents shall be demised unto the City Council for a period of ninety-nine years as specified in Clause 1 of this Deed but such land shall be free of premium.

3. (1) The City Council shall pay to the Government rent in respect of all such land as may be demised at the standard rate applicable to the use made of such land and in particular such land as may be used for building purposes shall be charged at the standard rate applicable to building lots on town lands.

(2) Such rent shall be paid annually in advance on or before the thirty-first day of May in each and every year.

(3) The City Council shall also pay all survey and other fees due at the rate prescribed from time to time under the Land Enactment (Johore Enactment No. 1).

4. The Government shall not at any time do any act or deed which might

in any way prejudicially affect the interest of the City Council under the terms covenants and provisions herein contained but shall do all acts and deeds which may be conducive towards the observance and performance of such terms covenants and provisions.

5. The Government hereby grants unto the City Council -

(1) the full and exclusive right and liberty to draw off take impound and use the water from the Johore River up to a maximum of 250 million gallons per day and subject as hereinafter mentioned:

Provided always that water shall be drawn off the Johore River only at agreed points and in a manner to be agreed between the City Water Engineer and the State Drainage and Irrigation Engineer;

(11) the right to lay relay repair and maintain pipelines and aqueducts along or under such parts of the public roads, public road reserves, Government reserves wherever existing at or after the date of these presents, the City Council making good any damage to the said public roads, public road reserves or Government reserves in accordance with the provisions hereinafter contained, that is to say, any work to be carried out under the provisions of this paragraph shall be carried out in such manner as the State Engineer may reasonably require and in case of dispute as to the reasonableness of any such requirement the work directly affected thereby shall not be proceeded with unless and until such dispute shall be settled by arbitration hereunder or otherwise.

6. (1) The Government hereby grants unto the City Council their servants agents and all persons authorised by them the full and free right and liberty at all times and for all purposes to pass to and repass over State land or any part thereof by such route and subject to such conditions as may be agreed between the parties.

(2) The provisions of paragraph (1) shall apply mutatis mutandis to the Government its servants agents and all persons authorised by it in respect of all land demised unto the City Council under the terms of these presents.

7. All buildings works erections fittings and fixtures whatsoever constructed erected or fixed by the City Council upon the land demised unto the City Council under the terms of these presents (hereinafter referred to as the said land) or any part thereof shall remain the absolute property of the City Council and all or any part thereof may at any time during the

continuance of this Deed be altered demolished or removed by the City Council in the normal course of the City Council's use thereof for the purposes hereinbefore mentioned but shall not be demolished at the expiry or termination of the term created by this Deed except after expiry of the period mentioned in Clause 16 of these presents during which the Government may accept the offer to purchase therein mentioned.

8. The City Council may quarry and use granite on the said land for and in connection with any of the purposes herein mentioned but not for any other purposes.

9. (1) The City Council shall make good all damage done to the roads and public works of the Government in the course of laying maintaining renewing or repairing any pipelines other than such damage as may be attributed to fair wear and tear.

(2) Should the City Council fail to make good any such damage in accordance with the foregoing covenant to the satisfaction of the State Engineer within one month from the receipt of a notice in writing from him so to do the damage may be made good by the State Engineer and the cost thereof shall be recoverable from the City Council.

(3) The certificate of the State Engineer shall be conclusive evidence of the sum due by the City Council in respect of all damage which they may be liable to make good but shall not be conclusive as to the liability of the City Council to make good the repairs carried out by the State Engineer.

10. (1) The City Council agrees that the flow of the Johore River below the point of pumping shall not be reduced to such an extent as to cause the present users to suffer unreasonably by reason of any substantial increase in the salinity thereof.

(2) In the event that any complaint shall be made by the present users of water of the Johore River below the point of pumping as mentioned in the last preceding paragraph such complaint shall be investigated by a competent State Authority and if found by such authority to be justified the City Council shall be informed and provided with full details of any tests made during the investigation of such complaint and the City Council shall take such steps as it considers necessary to remove the cause of the complaint to the satisfaction of such authority.

(3) The City Council shall indemnify the Government against all actions

claims demands damages and expenses whatsoever which may be taken made or claimed against the Government arising out of the use of the said land for the purposes herein mentioned or of the drawing off of water from the Johore River or in respect of any public or private nuisance apprehended therefrom or alleged to be occasioned thereby:

Provided always that the City Council shall only be liable to indemnify the Government as aforesaid if it shall be joined as a party to any action making any claim against the Government in respect thereof.

(4) The City Council shall indemnify the Government for all damage to Government property caused directly or indirectly by the existence or operation of the City Council's water undertaking or anything ancillary thereto.

11. (1) The City Council shall supply to the Government upon receiving written notice from the Government to that effect a daily quantity of water drawn off from the Johore River not exceeding at any time two per cent of the total quantity of water supplied to Singapore from twelve midnight of any one day to twelve midnight of the following day.

(2) The Government shall at all times have full right and liberty to dispose of any quantity of water supplied to it by the City Council in such manner and at such price as it may from time to time think fit.

12. The City Council agrees that -

(i) the quality of the pure water delivered hereunder by the City Council shall always be of an accepted standard fit for human consumption;

(ii) the pressure of normal supply in the trunk water main shall not fall below the hydraulic gradient prevailing at maximum draw-off conditions;

(iii) the supply shall not be unreasonably cut off or reduced without prior notice to the State Engineer except in unusual or emergency circumstances;

(iv) the Government shall be at liberty to draw off its supply of water hereunder at any number of points along the trunk water main as circumstances may reasonably require but no action shall be taken to draw off water from the trunk water main without the prior agreement of the City Water Engineer;

(v) all points at which the Government draws off water from the trunk water main as aforesaid shall have meters installed thereon by the City Council and such meters shall at all times remain the property of the City Council but the cost of installing the same shall be paid by the Government to the City Council on demand;

(vi) the State Engineer or his representative may at all reasonable times inspect such City Council water meters;

(vii) the City Council shall not supply water within the State of Johore except to the Government.

13. (1) The City Council shall pay to the Government in addition to any other payment by these presents reserved a charge of three cents for every one thousand gallons of water drawn by the City Council from the Johore River and delivered to Singapore in accordance with the provisions of these presents.

(2) The Government shall pay to the City Council fifty cents for every one thousand gallons of pure water supplied by the City Council to the Government in accordance with the provisions of these presents.

(3) If it shall prove necessary for the City Council after consultation with the Government to supply raw water to the Government the Government shall pay to the City Council ten cents for every one thousand gallons of all such raw water supplied.

(4) All payments under the provisions of this Clause shall be made monthly.

14. The provisions of paragraphs (1) and (2) of the foregoing Clause of these presents shall be subject to review after the expiry of twenty-five years from the date of these presents and shall be reviewed by the parties and the facts that are to be taken into account upon such review shall include inter alia any rise or fall in the purchasing power of money and any rise or fall in the cost of labour, power and materials for the purpose of supplying the water. In the event of any dispute or difference arising under the provisions of this Clause the same shall be referred to arbitration as is hereinafter provided.

15. (1) If at any time hereafter it shall appear that, for the purpose of validly legally and effectually vesting in the City Council any right or interest (whether in or in relation to the said land or any part thereof or otherwise) expressed or intended by these presents to be granted to or

vested in the City Council, it is requisite that any instrument registration act or thing should be signed made or done by the Government then the Government shall upon the request of the City Council forthwith sign make and do every instrument registration act or thing that may be requisite for such purpose.

(2) Nothing in these presents contained shall derogate from the full estate right title and interest of the City Council in all the lands leased hereby to the City Council.

16. The City Council shall not during the continuance of these presents sell any water undertaking or any part thereof in the State of Johore without first offering in writing to sell the same to the Government at a price to be assessed by an independent appraiser acceptable to both parties which offer shall be open to the Government for acceptance in writing for 90 days from the date of service of such offer:

Provided always that the provisions of this Clause shall not apply to any reconstruction amalgamation or transfer of the City Council's Water Department or any part of its water undertaking to any statutory or other duly constituted water authority in Singapore.

17. In consideration of the premises and of the terms and conditions herein appearing, it is further agreed that -

(i) the City Council shall use its best endeavours to bring the Johore River Scheme into operation within four years of the commencement thereof or by the 31st day of December, 1966, whichever is the earlier;

(ii) if on the bringing into operation of the said Scheme the Government shall be desirous of purchasing the Gunung Pulai and Pontian Water Works it shall declare its intention to purchase the same to the City Council by giving four years notice in writing;

(iii) the purchase price for the said water works mentioned in paragraph (ii) of this Clause shall be agreed upon between both parties but in case of difference to be settled by an independent appraiser acceptable to both parties;

Provided that the purchase price shall be payable by instalments on such terms including the payment of interest as may be agreed upon by both parties;

(iv) the City Council shall within the period specified in paragraph (i) above at their own expense ensure that in no place over the whole of the Causeway shall the top level of any pipeline laid in connection with

the supply of water to Singapore exceed a height of 2 feet 6 inches above the road level:

Provided that all works carried out in compliance with this paragraph shall be carried out to the satisfaction of the State Engineer and the City Council shall be responsible for ensuring that all existing amenities and ancillary works are retained or replaced according to existing standards;

(v) the City Council shall undertake to bury as far as possible all pipelines laid in connection with the said Scheme.

18. Any notice requiring to be served under the provisions hereof shall be sufficiently served on the City Council if handed to the Secretary City Council or posted to the Secretary City Council by A.R. Registered post and on the Government if handed to the State Secretary of the Government or posted to the State Secretary of the Government by A.R. Registered post and any notice posted under the provisions hereof shall be deemed to have been served 48 hours after the time of posting.

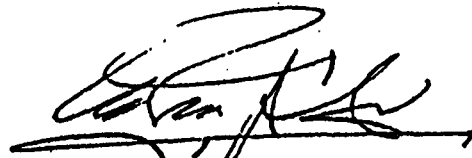
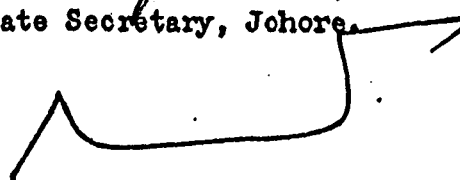
19. If any dispute or difference shall arise between the parties hereto touching any clause or matter or thing whatsoever in these presents contained or the operation or construction of this Deed or any matter or thing in any way connected with this Deed or the rights duties or liabilities of either of the parties hereto under or otherwise arising out of or in connection with this Deed then and in every such case such dispute or difference shall be referred to a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators one to be appointed by each party to the difference and in any event in accordance with and subject to the provisions of the arbitration law at the time of such dispute existing in the State of Johore.

20. In the interpretation of this Deed the laws of the Federation of Malaya and of the State of Johore shall apply.

THE SCHEDULE ABOVE REFERRED TO

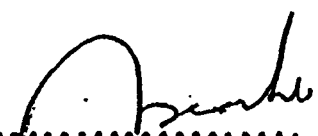
IN WITNESS WHEREOF the State Secretary of the State of Johore has
hereunto set his hand; to be hereunto affixed and the Common Seal of the
City Council has been hereunto affixed the day and year first above
written.

Signed by Dato Abdul Rahman bin Ja'afar,
D.P.M.J., P.I.S., the State Secretary,
Johore, duly authorised in that behalf
in writing by the Menteri Besar pursuant
to Section 3 of the Government Contracts
Ordinance, 1949 (F.M. Ordinance No. 67
of 1949) in the presence of Yang Mulia
Raja Azlan Shah.


.....
State Secretary, Johore.

.....
State Legal Adviser, Johore.

The Common Seal of the City Council of
the State of Singapore was by the
authority of the Prime Minister hereunto
affixed in the presence of Woon Wah Siang
the Secretary and Stuart Shankland
Scales the Treasurer respectively who
previous to the affixing of the said
seal signed these presents in the
presence of each other.


.....
Secretary


.....
Treasurer

EXEMPTION

I certify that this document is exempt from
Stamp Duty under Rule 1.

Dy. Collector of Stamp Duties.

JOHORE BAHRU.

Date.....10.....1962



SCHEDULE

NOVA 1013

Item No.	Part of Lot No.	Plan No.	Location	Approx. Area Required			Remarks
				Acre	Rood	Pole	
1	427	P.16443	HK. Sebrau J.B. District	4	2	27	
2	State Land		do.	1	2	12	
3	1761 ✓	P.24269	do.	0	1	7	
4	Road Res. ✓		do.	0	0	18	
5	1757 ✓	P.24269	do.	1	1	01	
6	1756 ✓	do.	do.	1	0	33	
7	1755 ✓	do.	do.	1	2	15	
8	1758 ✓	do.	do.	1	1	23	
9	347 ✓	P.16339	do.	U	3	32	
10	298 ✓	P.6971	do.	14	1	37	
11	331 ✓	P.117	do.	15	2	03	
12	295 ✓	P.15284	do.	0	1	29	
13	1707 ✓	P.1600	do.	7	3	12	
14	276 ✓	P.125	do.	5	1	10	
15	1502 ✓	P.16519	do.	1	3	2	
16	Road Res. ✓		do.	0	0	20	
17	359 P4 ✓	P.14123	do.	16	2	5	
18	476 ✓	P.16622	do.	1	3	11	
19	838 ✓	P.4221	HK. Kota Tinggi K.T. District	1	3	13	
20	832 ✓	P.1695	do.	1	0	37	
21	15 ✓	P.1734	do.	1	0	13	
22	1102 ✓	P.1660	do.	2	2	32	
23	1176 ✓	P.932	do.	1	3	25	
24	16 ✓	P.2443	do.	4	1	16	
25	- ✓	P.1696	do.	0	1	8	
26	858 P37 ✓	P.1319	do.	1	2	30	
27	1102 ✓	P.15069	do.	0	0	36	
28	2031 ✓	P.9958	do.	0	1	08	
29	833 ✓	P.1696	do.	0	2	16	
30	2200 ✓	P.16519	do.	18	1	10	
31	1 ✓		do.	1	2	6	
32	866 ✓	P.1992	do.	4	0	10	
33	2267 ✓	P.15825	do.	11	0	16	
34	789 ✓	P.3936	do.	8	1	24	
35	2138 ✓	P.13874	do.	11	1	14	
36	1013 ✓	P.3937	do.	8	3	02	
37	951 ✓	P.3869	do.	162	0	0	
38	2424 ✓	P.16045	do.	12	3	1	
39	2427 ✓	P.16045	do.	8	3	33	
40	1183 ✓	P.12952	do.	5	3	0	
41	1184 ✓	P.12952	do.	5	3	18	
42	1185 ✓	P.12952	do.	5	0	35	
43	1187 ✓	P.12952	do.	1	3	27	
44	1188 ✓	P.12952	do.	9	0	20	
45	1019 ✓	P.5374	do.	9	0	11	
46	2420 ✓	P.16045	do.	2	3	15	
47	2418 ✓	P.16041	do.	3	0	0	
48	State Land ✓		do.	49	0	27.8	
49	3643 ✓		do.	0	0	15	
50	3644 ✓		do.	0	2	35	
51	3645 ✓		do.	0	3	24	
52	3168 ✓	P.25162	do.	1	3	00	
53	1140 ✓	P.25357	do.	6	2	15	
54	3646 ✓	P.28107	do.	2	2	05	
55	3640 ✓		do.	0	1	15	
56	2286 ✓		Sebrau	0	0	19	
57	2285 ✓	P.20080	do.	0	3	34	
58	2437 ✓	P.2573	do.	9	3	33	
59	951 ✓	P.3869	Kota Tinggi	4	2	8	

state land

45