MEMORANDUM OF UNDERSTANDING (MOU)

Between

SURVEY OF INDIA, GOVT OF INDIA

And

GOVT OF ASSAM

And

KARBI ANGLONG AUTONOMOUS COUNCIL

For

DRONE BASED LARGE SCALE MAPPING OF RURAL HABITATAREAS IN THE KARBI ANGLONG AUTONOMOUS COUNCIL

Signed on this day 31st January 2022

Memorandum of Understanding between KARBI ANGLONG AUTONOMOUS COUNCIL (KAAC),

Government of Assam and Survey of India (Sol), Government of India

The **Memorandum of Understanding** is made and entered into on the 31st January of the year 2022

Between

The **President of India**, acting through Surveyor General of India, Sol, Ministry of Science and Technology, Govt. of India having Office at Hathibarkala Estate, Dehradun-248001; hereinafter referred to as Sol (which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in Office and assignee) of the **First Party**.

And

The **Governor of Assam**,acting through Principal Secretary,KarbiAnglong Autonomous Councilhaving office at Diphu, hereinafter referred to as KAAC (which expression shall, unless excluded by or repugnant to the context, be deemed to include his/her successors in Office and assignee) of the **Second Party**.

WHEREAS the Survey of India is the National Mapping Agency engaged in Surveying and Mapping of whole country including Towns, Villages, Cities and States and in publishing topographical and general-purpose maps in analogue and digital form.

AND WHEREAS, Survey of India is the owner of its analogue and digital map data.

AND WHEREAS KAAC has approved to undertake the work as per SVAMITVA scheme by Solto supply updated large scale topographical Maps of the rural abadi areas with no cadastral andindividuals records of rights (as limited to the scope of work under SVAMITVA Scheme) of villages in the KarbiAnglong Autonomous Council in analogue and digital GIS form containing Spatial and non-spatial data.



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1. BACKGROUND

Large scale mapping on 1:500 scale of the rural abadi areas with no cadastral/revenue records as per the scope of work prescribed under SVAMITVA Schemeusing Professional Survey Grade UAV/Drone is to be undertaken by the KAAC.

Survey of Indiahas agreed to generate up-to-date digital topographical maps (GIS data) of rural abadi area with no cadastral and individual records of rights. Records of villages as per SVAMITVA scheme guidelines using Professional Survey Grade UAV/ Drones.Geodetic infrastructure comprising Continuous Operating Reference System (CORS) Network and Geoid model will also be established.

GIS data comprising rural abadi property boundaries, topographical features, attributes collected from ground shall be prepared by SoI as per SVAMITVA scheme guidelines. The non-spatial attribute data shall be provided by KAAC preferably in digital format

The nodal Department for this project is Land Revenue Department, KAAC

2. SCOPE OF THE WORK

2.1. Establishment of Continuous Operating Reference System (CORS) Network (wherever applicable as per approved EFC proposal): Sol will procure and establish CORS Network in theKAACincluding operations and maintenance for next 05 years from the date of Commissioning.

Following work stages will be completed by Sol:

- 2.1.1. Completion of the tendering process for outsourcing
- 2.1.2. Site selection & Recce for CORS stations
- 2.1.3. Civil construction work by outsourced agency
- 2.1.4. Installation & commissioning of CORS stations by outsourced agency
- 2.1.5. Establishment of Control Centre & DR in Sol premises
- 2.1.6. Operation and Maintenance of CORS Network for 05 years from the date of commencing.

2.2. Notification for Drone Survey in the target areas by KAAC

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- 2.3. Marking of property boundaries with Chuna linesor any suitable alternative as mutually agreedby KAACbefore the drone flying in the area.
- 2.4. Acquisition of Aerial images using Professional survey grade drone/ Unmanned Aerial Vehicle (UAVs) by Sol. Following work stages will be completed by Sol:-
 - 2.4.1. Procurement of Drones, Drone Flying of rural abadi areas with no cadastral records as per the scope of work prescribed under SVAMITVA Scheme.
 - Drone data acquisition at better than 5 cm Ground Sample Distance (GSD).
 - 2.4.3. Drone data Processing involving Block Adjustment & AT (Aerial Triangulation), Ortho Rectified Image (ORI) generation, DEM (Digital Elevation Model)/DTM (Digital Terrain Model) generation.
- 2.5. Extraction of 2D features and generation of digital spatial data as per SVAMITVA scheme guidelines by Sol.
- 2.6. Attribute linkage of all attribute data provided in digital form byKAACas per jointlyfinalised scheme by KAAC&Sol.
- 2.7. Numbering of properties will be entered as per numbering system provided by KAAC.
- 2.8. Ownership data collection and Ground validation of property ownership boundaries will be done by KAAC
- 2.9. Ground-Truthing and validation of topographical features shall be carried out by Sol.
- 2.10. Generation of final LPM &GIS data.
- 2.11. Training of KAACtechnical staff by Sol, as per the list submitted by KAAC.
- 2.12. Study Area: The project under SVAMITVA Scheme shall be carried out in KarbiAnglong Autonomous Council for rural abadi areas with no revenue records as per the scope of work prescribed under SVAMITVA Scheme.

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2.13. Ownership of Data: All the ORI and processed data products and the final data products generated will be jointly owned by SoI andKAAC. Bothagencies (SoI and KAAC)shall have the rights to use the data generated under this project for their internal applications. For any 3rd party usage / sharing of data by any of the two agencies, the modalities shall be decided, subsequently by SoI and KAAC.

3. METHODOLOGY

- 3.1. All clearances for drone flying will be taken by Sol.[Responsibility: Survey of India]
- 3.2. Horizontal and Vertical Ground Control Points
 - 3.2.1. Identification, Establishment, Densification and Utilisation of Ground Control Points (GCPs) using Sol GCP library points. In areas covered with CORS Network GCPs shall be carried out using CORS Network rovers.
 - a. CORS Network shall be established by Sol in State under SVAMITVA scheme. [Responsibility: Survey of India]
 - b. Area / site for CORS stations installation shall be provided by KAAC. These stations should have electricity supply and physical security to be ensured by KAAC. [Responsibility: KAAC]
 - c. The Sol shall be responsible for operation and maintenance of CORS network stations and to provide CORS network services to KAACfor next five years. [Responsibility: Survey of India]
 - 3.2.2. Existing Geodetic BMs (Benchmark) of Sol shall be utilised for vertical ground control point extension and geoid model development. [Responsibility: Survey of India]
- 3.3. Property boundaries will be marked with Chuna linesor any suitable alternative as mutually agreed by KAACbefore the drone flying in the area. KAACwill organise the Gram Sabhaor such appropriate village level forum to intimate the schedule of the survey and to sensitize the villagers about the project work and its intended benefits. [Responsibility: KAAC]

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- 3.4. Extent of the rural abadiareas with no cadastral records per the scope of workprescribed under SVAMITVA Scheme) for drone based mapping will be provided in digital form or with co-ordinates or as kml file for mission planning for drone flying. [Responsibility: KAAC]
- 3.5. Acquisition of Aerial images using drone shall be carried out by the Sol for the extent of area given in SI 3.4.[Responsibility: KAACand Sol]
- 3.6. Drone data Processing will be carried out by Sol involving Block Adjustment & AT (Aerial Triangulation), ORI generation, DEM /DTM generation. [Responsibility: Sol]

3.7. 2D Feature Extraction (FE)

3.7.1. The ORI shall be used as base image layer to extract the topographical features as per jointly finalised scheme by State KAAC&Sol. [Responsibility: Sol]

3.8. Attribute Data Collection

- 3.8.1. Attributes data shall be provided by KAACas per feature/ wish list. A standardized data collection format shall be provided as an effort to simplify and speed up the process. The correctness of attribute data shall be the responsibility of KAAC. [Responsibility: KAAC]
- 3.8.2. The attributes collected/provided (as in point 3.8.1) shall then be linked with their respective features, thereby creating a digital spatial library of all the features and their respective information.
- 3.9. Boundaries of properties within village abadi area will be as per numbering system provided by KAAC.[Responsibility: Survey of India]
- **3.10**. Generation of updated Land Parcel Maps (LPM) in suitable soft copy formats and in printing formats. GIS data prepared shall comprise base map overlaid with layers of topographical features, land parcel information with attributes as provided by the KAAC.[Responsibility: Survey of India]
- **3.11**Ownership data collection and Ground validation of property ownership boundaries will be done by KAAC.

3.11.1 Ground validation of topographical features as derived from ORI shall be carried out by SoI. [Responsibility: Survey of India]

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3.11.2 Inquiry process for finalising the objections shall be carried out by respective authorities under KAAC[Responsibility: KAAC]

4 DELIVERABLES

Following shall be output of the entire project covering entire consolidated Feature list:

- 4.1 CORS Network RTK service of ≤ 5 cm horizontal accuracy for five (05) years from the date of commissioning. (Applicable if this component for a state is funded under SVAMITVA Scheme as per EFC)
- 4.2 Maps ofrural abad areas with no cadastral records (as per the scope of work prescribed under SVAMITVA Scheme) and LPM on1:500Scale (hard Copy) with ± 10 cm Horizontal accuracy (Plain areas).
- 4.3 DEM of ± 20 cm vertical accuracy for areas of plain terrain and DEM of ± 100 cm vertical accuracy for areas of hilly terrain as generated automatically while drone data processing.
- 4.4 Hard copy maps on 1:500 scale, (04 No's forabadi area)
- 4.5 Training courses for technical staff of KAAC as identified by KAAC at various levels in National Institute for Geo- Informatics Science and Technology, Hyderabad.

5 ROLES AND RESPONSIBILITIES

5.1 Survey of India (SOI)

- a. Project shall be executed in Sol premises. Workspace to the 3rd party or modernisation of available space in terms of computers/peripherals/servers/data centre shall be provided or looked after by Sol
- b. Responsibility for activities will be as given in item No. 3(Methodology).
- c. Sol shall be responsible for Project planning, Execution and monitoring of activities.

d. For outsourcing of any activity under the project, Sol will be responsible for preparation of RFPs/Bids, Processing of bids. Award of work Supervision,

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- Quality checking and Work execution as per contract agreement as per the norms laid down by Government of India.
- e. The Sol shall use their software and their GIS Lab for data Processing and production.

5.2 KARBI ANGLONG AUTONOMOUS COUNCIL

- a. Responsibility for activities will be as given in item number 3. (Methodology).
- b. Security of Sol teams shall be ensured by state govt. Each Drone flying team shall be accompanied by at least one employee from Revenue Department and one employee from Police Department. KAACshall provide the Site/land for CORS station at the sites mutually decided as per technical requirement such as cellular network coverage. KAAC shall provide for electric supply of atleast 2KV, maintenance of Uninterruptible power supply (UPS) beyond maintenance period and feature for physical security of equipment such as CCTV coverage etc. Security of CORS shall be the responsibility of KAAC and state govt.
- c. To finalise the scheme for feature layers as per functional requirement in consultation with Sol.
- d. The KACCshall be responsible for the accuracy and correctness of attributes data provided to Sol. The attribute data shall be provided by in the digital format.
- e. Store (Hard Copy, digital data and GIS data), Host and update (as per requirement) the data created under the Drone Pilot Phase.
- f. Finalisation of the revenue records duly following the inquiry process & dispute resolution (if any) for issuance of property cards or ownership rights will be the responsibility of KAAC.
- g. To complete the inquiry process & dispute resolution
- h. Updation of Property data and maps The KAACshall be responsible for any future updation of Ruralabadi property data.

5.3 Training

Expenses towards travelling, lodging, boarding of KAAC's personnel for training at NIGST, Hyderabad will be borne by KAAC. Expenses towards tuition fee, training material, External expert faculty etc will be borne by Sol.

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6 MONITORING & IMPLEMENTATION COMMITTEE

- 6.1 Sol will establish a separate Project Cell with one dedicated Nodal Officer.
- 6.2The SSC may also include the members of the administrative authorities under sixth schedule areas. Project will be monitored under the supervision of the SSC constituted by State Revenue Department, comprising of officials from State Panchayati Raj department, State Revenue department, representative of Finance Department, Sol (State Representative), MoPR official not below the rank of Under Secretary. SSC shall have the authority to co-opt additional members. The SSC shall have oversight and monitoring functions and shall provide guidance for the smooth operation of the scheme in the respective state. The structure and terms of reference may be defined on mutual agreement with all the parties. Project Management Unit (PMU) will be constituted at KAAC level
- 6.3 District-level Monitoring and Review Committee (DMRC) would be constituted by the KAAC comprising of officials dealing with land revenue matters, Panchayat Raj matters, registration matters and any other officials as deemed fit. Representative from SoI may be involved, as per the need, as special invitees. The Committee will review the progress of implementation of the Programme at least once a quarter or as prescribed in the SVAMITVAScheme Guidelines Also, the committee would monitor/ oversee the use of IEC funds.
- 6.4SVAMITVA scheme will be implemented through the regular departmental mechanisms which will be assisted by Programme Management Unit at the State levels.
- 6.5 Online monitoring and reporting system for SVAMITVA Scheme to be put into place.
- 6.6Transaction based PFMS to be introduced for release and tracking of SVAMITVAScheme funds.

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7 UPDATION OF PROPERTY DATA & MAPS

The KAACshall be responsible for future update on of rural abadi property data.

The mechanism and surveying agency shall be decided by KAACfor future update of Property data and maps.

8 TIME SCHEDULE

The entire project will be completed within the stipulated time period (2021-2025as provided in guideline of SVAMITVA scheme.

9 FINANCIAL TERMS AND CONDITIONS

A. Cost:

The total per village mapping cost shall be as per SVAMITVA scheme. Both the parties understand and do agree that the actual cost of the project will be calculated on the basis of no. of villages surveyed & mapped after the completion of the work.

As per the guidelines of SVAMITVA Scheme issued by Ministry of PanchayatiRaj, the cost of following components would be borne by Ministry of PanchayatiRaj.

- i. Establishment of CORS network, including maintenanceupto 5 years from the date of commissioning.
- ii. Large Scale Mapping of rural abadi area using Drone survey technique.
- iii. IEC
- iv. State project Management Unit.
- v. Any other cost would be borne by KAACas per mutual agreement with Sol.

B. Release of Payment

Payment to above mentioned component would be released as per Guidelines of SVAMITVAScheme issued by Ministry of PanchayatiRaj.

10 OTHER ASPECTS OF MOU

10.1 Arbitration

Sole Arbitrator shall be referred by the Secretary Govt. of India, Ministry of Law and Justice including one member i.e. Secretary to the Govt. of India, Ministry of Science and Technology.

The Arbitration and Conciliation Act 2015 (as amended) shall be applicable to arbitration under this clause and abide by party. The Award of arbitrator shall be binding upon the Parties

10.2 Indemnity

Each party shall indemnify and hold harmless the other party and its trustees, officers, employees from and against any claims, actions, damages, expenses (including reasonable fees and costs), liabilities and costs arising from or relating to the services of either party under this Agreement

10.3 Relationship - Principal to Principal

All dealings between Sol and KAAC shall be as Principal to Principal. This MoUdoes not in any way create, establish or deem to imply the relationship of principal and Agent or partnership between Soland KAAC

10.4 Force Majeure

Neither party shall be held responsible for non-fulfillment of its respective obligations under this MoU to the exigency of one or more of the force majeure events lying beyond the responsible control of affected Party, such as but not limited to, Acts of God, War, Flood, Earthquakes, Epidemics, Riots, Civil commodities etc. provided on the occurrence and cessation of any such events, the party affected thereby shall send a notice in writing to this effect to the other party immediately after, but not later than one month of such occurrence and/or cessation. The period between the occurrences and cessation of such events will be excluded while calculating the period during which the party has to perform its obligations under this MoU. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

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10.5 Governing Law and Jurisdiction

This MoU shall be governed by and constructed in accordance with Indian laws. IN WITNESS WHEREOF the Parties hereto have duly executed this MoU as on date above written.

KARBI ANGLONG AUTONOMOUS COUNCIL

By signing this MoU, I also confirm that authorized to sign on behalf of KAAC

Signature:

Name: Mukul Kr. Saikia, AG Title: Principal Secretary,

Date: 31st January,2022

Witness:

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SURVEY OF INDIA

By signing this MoU, I also confirm I am that I am authorized to sign on behalf of Survey of India

> SURVEY OF INDIA GUNAHATI-781029

Signature:

Name: Rohit Agrawal

Title: Superintending Surveyor

Director (Current Duty)

Date: 31st January, 2022

Witness:

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GOVERNMENT OF ASSAM

By signing this MoU, I also confirm that I am authorized to sign on behalf of Govt. of Assam gyamendra Tribathi 3/1/2022

Signature:

Name: Gyanendra Dev Tripathi, IAS

Title: Director of Land Records and

Surveys etc. assam

Date: 31st January,2022

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