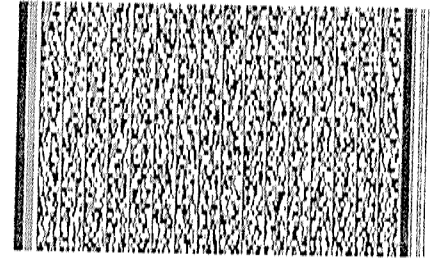




Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	01011404022020011670
Total E-Stamp Amount	1000
Govt. Stamp Duty (Rs.)	1000
Janpad Duty (Rs.)	0
Exempted Amount(Rs.)	0
E-Stamp Type	NON-JUDICIAL
Issue Date & Time	04/02/2020 17:57:15
Service Provider or Issuer Details	RAKESH GUPTA/SP010541706201500081
SP/SRO/DRO/HO Details	SHOP NO 8 CHETAK COMPLEX. ZONE - 2 , MP NAGAR BHOPAL , 462011 HUZUR BHOPAL

Deed Details

Deed Type	Agreement/Memorandum of an agreement
Deed Instrument	If relating to secure repayment of a loan or debt.- 0.25 percent of the amount of loan or debt, subject to a maximum of five lakh rupees
Purpose	इस स्टॉप का उपयोग अचल संपत्ति के क्रय विक्रय से संबंधित किसी भी प्रकार अनुबंध पत्र/इकरारनामा/करार नामा अथवा मुख्त्यार आम में नहीं किया जा सकेगा।

First Party Details

Organization Name	MP BHOO ABHILEKH PRABADAN SAMITI
Address	Office at:- GWALIOR Madhya Pradesh INDIA
Number of Persons	1

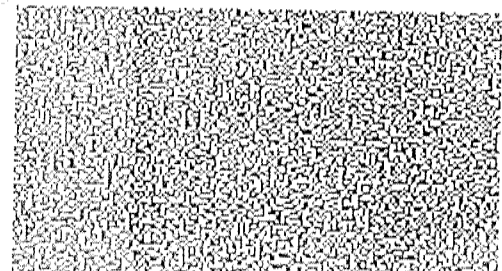
Second Party Details

Organization Name	Survey of India Jabalpur
Address	Office at:- JABALPUR Madhya Pradesh INDIA
Number of Persons	1

Agreement deed attached herewith

AK

Digitally signed by RAKESH
GUPTA
Date: 2020.02.04 17:57:47
IST



MoU for Survey Services for Urban/Rural Settlement across Madhya Pradesh

This Memorandum of Understanding ('MoU') is made at Bhopal on this 06th day of February 2020 ("**Effective Date**"), by and between:

Madhya Pradesh Land Records Management Society (MPLRS) on behalf of **Commissioner, Land Records Madhya Pradesh (MPCLR)** having its head office at Arera Hills, Bhopal, Madhya Pradesh 462027 (hereinafter referred to as '**MPLRS**', which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **First Part**

And

The President of India, acting through **Surveyor General of India, Survey of India** Ministry of Science & Technology, Govt. of India, having office at Hathibarkala Estate, Dehradun-248001; hereinafter referred as Survey of India (which expression shall unless excluded by or repugnant to the context, be to include his successors in office and assigns) of the **Second Part**

MPLRS and Survey of India are hereinafter collectively referred to as '**Parties**' and individually as a '**Party**'.

WHEREAS:

- 1. MPLRS** in the State of Madhya Pradesh is the implementation agency for all projects and activities subsequent to land records management in the state of Madhya Pradesh including land record related services (G2C and G2B) to **citizens of Madhya Pradesh**.
- 2. The Survey of India** is the National Mapping & Surveying 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 format.
- 3. Commissioner Land Records, MP** desires that Survey of India (SoI) to undertake the very large scale mapping of Rural Settlement areas from the imagery captured using UAV/ Drone of all the villages of the Madhya Pradesh State.

mk

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Objective of the MoU

Madhya Pradesh Land Records Management Society is working towards updation of their existing cadastral map and RoR records. In this regards, Survey of India has proposed UAV/ Drone-based land parcel mapping of rural settlement and urban settlement areas for effective and efficient mapping output products

The work required to be done in this regard is to cover the following aspects:

- I. Large Scale Mapping of Rural/ Urban settlement using very High Resolution imagery collected from UAV/ Drone and RoR Preparation.

Detailed steps, methodology, Scope of work and Payment terms are as defined in "Annexure A"

2. Definitions

MPLRS	Madhya Pradesh Land Records Management Society
LR	Land Records
MPCLR	Commissioner, Land Records Madhya Pradesh
UAV	Unmanned Aerial Vehicle
RoR	Record of Rights
G2C	Government to Citizen Services.
G2B	Government to Business Services
PS, Revenue	Principle Secretary, Revenue Department , Madhya Pradesh
GOMP	Government of Madhya Pradesh
SLA	Service Level Agreement
NDA	Non-Disclosure Agreement
MoD	Ministry of Defence

3. Goals, Plans, Business Model & Responsibility of MoU partner:

It is intended that the MoU shall include, but not be limited to, provisions obliging Survey of India to make the following contributions:

mb

Survey of India shall undertake the following projects:

- I. Large Scale Mapping of Rural/ Urban settlement using very High Resolution imagery collected from UAV/ Drone.

The list of documents/deliverables which can be provided by Survey of India, rates charged by Survey of India as well and are provided in Annexure A of this MoU.

4. Responsibility of MPLRS

MPLRS shall provide Survey of India all required information and support required from demographic as well as administrative purposes.

5. Term and Termination

This MoU will commence from the Effective Date of signing this MoU and shall be valid for 2 years till superseded by any other agreement reached between two parties mutually agreed. Notwithstanding the aforesaid, either Party may terminate this MoU at any time upon 30 days prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.

The exit management and transitioning conditions shall be followed as defined under Annexure A.

6. Notices

All notice(s) required to be given under the MoU must be given in writing and delivered by registered letter or by Courier to the following addresses:-

If to MPLRS: Madhya Pradesh Land Records Management Society Registered Office: Office of the Comissioner, Land Records, Moti Mahal, Gwalior, Madhya Pradesh, 474007

If to Survey of India, at: Surveyor General of India, having office at Hathibarkala Estate, Dehradun-248001

A handwritten signature consisting of a long horizontal line with a small loop at the end, followed by the initials 'mh' written above a short horizontal line.

7. Force Majeure

Neither Party shall be responsible for failure or delay in the performance of any of its obligations hereunder due to any cause or cause not imputable to it, such as natural disasters, war, insurrection, revolution, riots, epidemic, governmental restriction or so forth. If either Party is prevented by such cause or causes from performing its obligations under this Agreement, such Party shall be excused from non-performance of its obligations during this period while such cause continues to exist provided it promptly notifies the other party to that effect.

In the event of such a cause or causes as such continues to exist for period of three (3) months or more, either party then may terminate this agreement by giving a notice of at least one month to that effect in writing to the other party.

8. Limitation of liability and Indemnity

The parties mutually agree that to the full extent permitted by law:

Each party is not liable for loss of profits, business interruption, , economic loss or for any indirect, incidental, consequential or special loss or damage, but if the loss or damage was caused, or contributed to, by that party's negligence or breach of this MoU then provisions of Indian Contract Act and any other Act will be applicable.

9. Non Exclusivity

MPLRS shall from time to time also engage other service providers for similar services defined in the scope of the MoU

10. Confidentiality

The parties acknowledge that, in the course of their negotiations under this MoU, it may be necessary for one Party to provide documentation, technical and business information and /or intellectual property, in whatever form recorded (collectively, "Confidential Information"), to the other Party. This agreement does not grant any implied intellectual property licenses and all Confidential Information provided or disclosed by either Party hereunder shall remain the property of the furnishing party, and shall be held in strict confidence by the



receiving Party, unless the furnishing Party otherwise consents in writing or unless disclosure of such Confidential Information is required by the applicable laws. Confidential Information furnished by any Party hereunder (i) shall not be reproduced or copied, in whole or in part, by the receiving Party except for use as specifically authorized by this MoU; (ii) shall, together with any copies thereof, be returned to the disclosing Party, or at the request of disclosing party, destroyed, when no longer needed for purposes of this MoU; and (iii) shall only be disclosed by the receiving party to its employees who have a need to know such confidential information in connection with the performance of this MoU; and who have agreed to comply with the confidentiality obligations set forth herein.

11. Governing Law

The validity and interpretation of this MoU shall be governed by the laws of India. If any dispute arises out of this MoU between the parties, then the Parties shall resolve that dispute by negotiations in good faith. Dispute mechanism shall follow the following steps:

- a. At the first stage the parties shall try to resolve the dispute amicably. The service provider may discuss and approach CLR, MPLRS for the same. If not satisfied with the resolution the service provider can discuss and resolve the dispute with PS, Revenue.
- b. If the dispute cannot be resolved within sixty (60) days of commencement of negotiations (defined in a.), then the same will be referred to arbitration. The arbitration tribunal shall comprise of three arbitrators, one to be appointed by each party and the third arbitrator to be appointed by the two arbitrators so appointed. Such arbitration shall be governed by the arbitration and conciliation act 1996. The arbitration proceedings shall be in English language. The venue of arbitration shall be Bhopal, Madhya Pradesh. The arbitral award shall be final and binding upon the parties, and each party agrees to bear its own costs of arbitration and to equally share the fees of the arbitration tribunal, unless the arbitration tribunal decides otherwise.

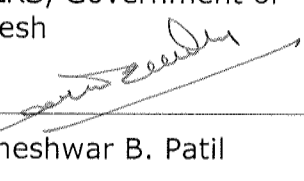
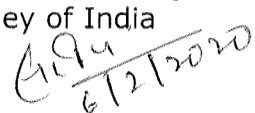
12. Amendments or modifications

No amendment or modification to this MoU may be made except by as agreed in writing by authorized representatives of both the Parties.

13. Relationship

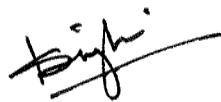
The relationship, between the Parties shall always be on a principal to principal basis and nothing herein contained shall construe either Party to be the agent or representative of other.

IN WITNESS WHEREOF the Parties hereto have duly executed this MoU as on date above written.

MPLRS	Survey of India
By signing this MoU, I also confirm that I am authorized to sign on behalf of MPLRS, Government of Madhya Pradesh	By signing this MoU, I also confirm that I am authorized to sign on behalf of Survey of India
Signature: 	Signature: 
Name: Dnyaneshwar B. Patil	Name: Sandeep Shrivastava
Title: Commissioner, Land Records & CEO, Madhya Pradesh Land Records Management Society	Title: Project Director (LSM, Madhya Pradesh) & Director, Madhya Pradesh Geo-Spatial Data Centre, Survey of India, Jabalpur
Date: 06/02/2020	Date: 06/02/2020

WITNESS-1

Signature:

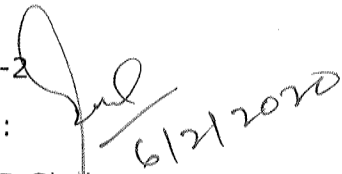


Name: Rupesh Singhai
Title: Assistant Director

MPLRS, 220, Rajasva Rahat
Bhawan, Arera Hills, Bhopal
462007

WITNESS-2

Signature:



Name: R.D Shah
Title: Officer Surveyor

Madhya Pradesh Geo Spatial Data
Centre, Survey of India, Jabalpur
482002

Annexure A

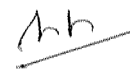
1. Scope of Work:

Survey of India (SoI) to undertake the following projects:

I. Large Scale Mapping of Rural/ Urban settlement using very High Resolution imagery collected from UAV/ Drone

2. Responsibilities to be carried out under the MoU

- a) Project will be executed within SoI premises under close supervision of SoI. In case of outsourcing of the Feature Extraction work, QA/QC at all stages will be carried out by SoI only.
- b) Both parties shall constitute a Project Steering committee for monitoring and oversight of the project. The committee shall time to time conduct periodic review of the progress of the project and issue suitable directions. The Steering committee shall be reporting to CLR Office or designated personnel from the CLR for tracking the MoU execution.
- c) Data Acquisition using UAV/ Drone and Ortho-rectification Processing of the data will be done by SoI along with a state government agency authorized by MPLRS.
- d) A copy of the all the acquired raw data shall be provided by SoI for storing the same at the MP State Data Center, as per the MP State Spatial Data Policy 2014 of the GoMP.
- e) Processing of minimum 5 % of the data, or a percentage, as mutually agreed, shall be carried out by a state government agency authorized by MPLRS
- f) Quality Check (QC) of minimum 5 % of the data, or a percentage, as mutually agreed, shall be carried out by a state government agency authorized by MPLRS
- g) To the extent possible, SoI shall deploy maximum resources for these activities on priority.



- h) All the mentioned activities within scope including Project Planning, Preparation of bid/RFP, bid processing, award of work, work execution as per contract etc. would be executed by SoI in strict adherence with the norms laid down by the Govt. of India.
- i) All activities defined in scope of work including software deployment must be completed within 2 years from the date of signing of this agreement by SoI

3. Methodology:

3.1 Large Scale Mapping of Rural/ Urban settlement using very High Resolution imagery collected from UAV/ Drone and RoR Preparation:

High resolution imagery to be captured by SOI using Professional Survey Grade UAV/ Drone for Very large scale mapping consisting of on board kinematic GNSS and IMU. The acquired imageries must have sufficient overlaps for photogrammetric processing of Digital Elevation Model, Digital Surface modelling and ortho-rectified image creation, feature extraction and habitation codification.

3.2 Output Generation/Deliverables:

Survey of India will provide following Spatial Data Products of a Rural Settlement area of a village:

- a) Ortho imagery – The ortho imagery product should be 5 cm GSD or better. The Horizontal Accuracy of imagery product should be of 5 cm or more.
- b) DEM – The digital elevation model product should have Vertical Accuracy of 10 cm or better.
- c) DSM (Digital Surface Model)
- d) Parcel/ Base Map vector database (Detail should be of scale of 1:500 or more) - Data model of the parcel/ Base Map features along with a proper coding pattern will be provided. The coding pattern will be decided mutually by CLR and SOI technical experts.

Handwritten signature and initials. The signature is a stylized, cursive line. To its right, the initials 'Ah' are written in a simple, bold font.

4. Other supporting conditions :

4.1 Training of personnel and Capacity building

The Survey of India shall provide necessary training to identified officers by MPLRS for a duration, as agreed mutually of the state government. The training shall include on job

training for data acquisition planning, data acquisition, data processing and QC procedures. These procedures shall be documented in manuals and training ppts.

4.2 Data Ownership and Third-party usage

a) All the raw data, processed imagery data, DEM, DSM and Parcel/ Base Map Vector database shall be jointly owned by SoI and Commissioner Land Records Madhya Pradesh.

b) SOI shall have the rights to use the data generated under this project for all its activities mandated by Govt of India.

c) Commissioner Land Records Madhya Pradesh may use and share the data with third parties as per the guidelines of MoD and the State Government in this regard.

4.3 Exit Management

The decision on exit/extension of the project shall be on mutual consensus between Commissioner Land Records, Madhya Pradesh and Survey of India.

4.4 Transitioning and Knowledge Transfer in case of exit from the project

There shall be proper transitioning of work based on a signed-off transition plan by Commissioner Land Records Madhya Pradesh. The handover shall also include training documentation/user manual for each of the activities in scope.

5. Cost and Financials*:

The estimated cost of the activities proposed in the scope of this MoU has been calculated below:

a) Large Scale Mapping of Rural/ Urban settlement using very High Resolution imagery collected from UAV/ Drone and RoR Preparation

Handwritten signature and initials, possibly 'Abh', written in black ink.

S.No	Activity	Unit Rate Per Village (Rs.)	No. of Villages	Total cost (Rs. Crore)
1	Acquisition of imagery using Survey Grade mapping UAV/ Drone	2500	55000	13.75
2	Data Processing - Block adjustment AT, DEM/ DSM Generation, Ortho-imagery Generation			
3	Parcel/ Base Map Preparation (2D Feature Extraction)			
Total Cost				13.75

Note:

- Any vendor/agency selected for carrying out any activity within the scope by SoI through sub-letting of work or through tendering shall also need to sign proper non-disclosure agreement and also adhere to other rules applicable as per the MoU.
- Above cost doesn't include cost of control center, cost of preparation of RoR and cost of property parcel data updation/ validation through Survey work.
- No time and money cost and overheads shall be paid/reimbursed to SoI other than the cost heads mentioned above for project related activities.
- The number of villages considered in the MoU may change if required.

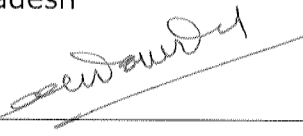
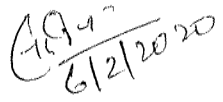
6. Payment Mechanism

Funds shall be released by CLR Office in a phased manner. SoI shall open a Civil deposit account for this project with Government of India and funds released by the CLR Office shall be placed in account for making all payments towards expenditure incurred in this project.



The following due process shall be followed for release of payments:

- a) Advance payment of 25% for data acquisition activity shall be released by CLR office.
- b) Payment shall be released within two weeks time from the date of demand raised by SOI. Any delay in payments beyond two weeks will impact the timeline of the project.
- c) Remaining payments shall be released in phased manner as and when demand is raised by SOI for carrying out various activities under this project.
- d) The payment shall be deposited in the Civil Deposit account.

MPLRS	Survey of India
<p>By signing this MoU, I also Confirm that I am authorized to sign on behalf of MPLRS, Government of Madhya Pradesh</p> <p>Signature: </p>	<p>By signing this MoU, I also confirm that I am authorized sign on behalf of Survey of India</p> <p>Signature: </p>
<p>Name: Dnyaneshwar B. Patil</p>	<p>Name: Sandeep Shrivastava</p>
<p>Title: Commissioner, Land Records & CEO, Madhya Pradesh Land Records Management Society</p>	<p>Title: Project Director (LSM, Madhya Pradesh) & Director, Madhya Pradesh Geo-Spatial Data Centre, Survey of India, Jabalpur</p>
<p>Date: 06/02/2020</p>	<p>Date: 06/02/2020</p>