



महाराष्ट्र MAHARASHTRA

● 2021 ●

YZ 658550

जोड़पत्र १ व २ / Annexure-I & II १००

पत्राक विक्री कारण- हाजिरापत्र रकम

Reason of sale stamps and Amount २७००० रु.

पत्राक विक्रेता का नाम व पता श्री. कृष्णगोपाल विजकर यादव

Stamp Purchasers Name श्री. कृष्णगोपाल विजकर यादव

Stamp Buyers Name श्री. कृष्णगोपाल विजकर यादव

Stamp Buyers Address १३१११, २०२१

Stamp Buyers Sign [Signature]

पत्राक विक्रेता का नाम व पता श्री. कृष्णगोपाल विजकर यादव

Stamp Purchasers Sign [Signature]

पत्राक विक्रेता-श्री. कृष्णगोपाल विजकर यादव

पत्राक क्रं. २३०३०१५ / १९९६ पु. वि. विभाग-द. नि. कार्या क. १

महामंडल कार्यालय, अहमदनगर

पत्राक विक्रेता-श्री. कृष्णगोपाल विजकर यादव

पत्राक क्रं. २३०३०१५ / १९९६ पु. वि. विभाग-द. नि. कार्या क. १

महामंडल कार्यालय, अहमदनगर

२६ NOV 2021


TREASURY OFFICE KARAD

AGREEMENT FOR ACCESS AND BENEFIT SHARING

(Form-III – For filing applications for obtaining any Intellectual Property Right)

(Under the Biological Diversity Act, 2002 and Rules, 2004 and Guidelines on ABS Regulations, 2014)

This Agreement is made and entered on this 21st day of March 2022 at Chennai, India

 National Biodiversity Authority Chennai	<u>[Signature]</u> Dr. Bharat Bajarang Ballal	<u>[Signature]</u> Ms. Bharati Bhavikatti	<u>[Signature]</u> Dr. Dhanaji Kanase	<u>[Signature]</u> Dr. Renuka Bharat Ballal
	Witness no.1	Witness no.2	Authorized Signatory	

Between

National Biodiversity Authority, a statutory body established under the Biological Diversity Act, 2002, having its head office at 5th Floor, TICEL Bio Park, Taramani, Chennai-600 113, Tamil Nadu, India (hereafter "**NBA**"), acting through and represented by the Secretary, NBA/authorized signatory of NBA, being the person authorised to execute this Agreement.

AND

1. **Ballal Renuka Bharat**, citizen of India, residing at 69/3, Chintamani, Shukrawar Peth, Near Sat Shahid, Karad, Satara, Maharashtra – 415110.
2. **Ghorpade Vilasrao Manikrao**, citizen of India, residing at Matoshree Niwas, behind gov hospital , AT/ Post- Mahuli, Mahuli, Sangli, Maharashtra, 415310
3. **Bharat Bajarang Ballal**, citizen of India, residing at 69/3, Chintamani, Shukrawar Peth, Near Sat Shahid, Karad, Satara, Maharashtra – 415 110, India.
4. **Divya Chandrasekharan** citizen of India, residing at Sr. No. 30/4, Suman Paradise, A-wing, Flat No. 3, Near Zeal College, Narhe, Pune-411041, Maharashtra, India
5. **Hulawale Sagar Ananta**, citizen of India, residing at Hrushikesh Apt, Flat no 306, H-wing, NDA Road, Vrundavan Society, Shivne, Pune, Maharashtra – 411023, India.
6. **Mr. Bhat Ankush Jee**, citizen of India, residing at Flat No 502, Building A, Asawari, Nanded City, Pune, Maharashtra – 411041, India.



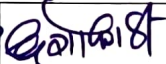
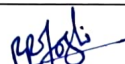
Hereafter, referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS the NBA is the authority established under the Biological Diversity Act, 2002 (hereafter "**the Act**") authorised to grant approval for the purpose set forth herein and to determine terms and conditions to secure fair and equitable sharing of benefits arising out of the use of biological resources, knowledge and practices associated with their use;

WHEREAS the Applicants have submitted an application in Form III (Appl. No. INBA3202102996 dated 10.09.2021) under the Biological Diversity Rules, 2004 (hereafter the "**Rules, 2004**") to seek prior approval from NBA;

WHEREAS under the Rules and the guidelines on access to biological resources and/or associated knowledge and benefit sharing regulations, 2014 made under the Act, the approval shall be in the form of a written agreement duly executed between the Parties (hereafter the "**Agreement**");

AND the Parties have entered into this Agreement for access and benefit sharing according to the terms and conditions set out below.

				
	Dr. Bharat Bajarang Ballal	Ms. Bharati Bhavikatti	Dr. Dhanaji Kanase	Dr. Renuka Bharat Ballal
		Witness no.1	Witness no.2	Authorized Signatory



NOW the Parties agree as follows:

1. **Definition:** For the purpose of this Agreement, the expression “*Effective Date*” shall mean the date on which both the parties sign this Agreement. In case the parties sign on different dates, the effective date shall be the date signed by NBA;

2. **Terms and Conditions of the Agreement**

2.1 **Grant of approval**

The NBA hereby grants approval for filing applications for obtaining Intellectual Property Right (“**IPR**”) over the invention as described in **Annex B**, *only* in the countries mentioned in **Annex D** subject to such other terms and conditions set forth in this Agreement.

2.2 **Scope and extent**

The approval is limited to the extent and for the purpose for which it is accorded under the appropriate Annexures.

2.3 **Period**


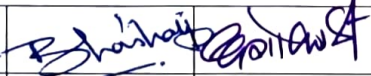

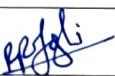
2.3.1 **Period of Agreement** –This Agreement shall remain in force from the effective date of this Agreement till the subsistence of the IPR for which approval was granted.

2.3.2 Notwithstanding the above, this Agreement shall remain in force until the applicants fulfil all the obligations as required under this Agreement.

2.4 **Transfer to third party or by operation of law**

In the event that the IPR of the Applicants are transferred by way of an assignment, licensing or by operation of law (including in cases of death or bankruptcy or dissolution of a company), all rights and obligations under this Agreement shall be binding upon the assignee or licensee or legal representative or the person to whom the IPR devolves as the case may be.

In the case of above eventuality, the legal representative or the assignee or licensee or the person to whom the IPR has devolved shall intimate and submit

				
	Dr. Bharat Bajarang Ballal	Ms. Bharati Bhavikatti	Dr. Dhanaji Kanase	Dr. Renuka Bharat Ballal
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such relevant documents to NBA within **sixty days** of the happening of such event. Upon receiving such intimation, NBA may amend the agreement under clause 13 of this Agreement so as to ensure fair and equitable benefit sharing.

3. Obligations of the Applicants

- 3.1. The Applicants shall share benefits as stipulated under Schedule A.
- 3.2. The permission granted to the Applicants are limited to that granted by the NBA in Annex-B of Schedule B of this Agreement. All other activities of the Applicants which require NBA's prior approval will need to be applied separately in the concerned Form under Rules, 2004. Further, the Applicants shall intimate to the NBA in the event of seeking IPR in other territories and thereafter the Agreement's annex will be suitably amended.
- 3.3. The Applicants shall abide by all the terms and conditions of the Agreement and other related legislations in force including any clearances required from the concerned authorities, such as the Chief Wildlife Warden in protected areas and forest authorities in other forest areas.
- 3.4. The Applicants shall, in the event of any material changes in the management or the shareholding of the Applicants that alter the control structure of the Applicants including changes brought by a transfer of business units, acquisition, merger, demerger or any other kind of corporate restructuring, intimate and submit all related documents to NBA within **90 days** from the completion of that event. Subsequent to the said intimation, NBA shall decide whether this Agreement shall be amended as per clause 13 or a fresh approval is required. NBA's decision in this regard shall be final.
- 3.5. The Applicants shall have India as its first source of supply and/or cultivation of biological resources for the commercialization of IPR as the case may be.
- 3.6. The Applicants shall in the event of any breach of this Agreement pay such compensation commensurate with the damage incurred to the Republic of India or to the benefit claimers as decided by the appropriate forum.
- 3.7. The Applicants shall keep all the relevant records that serve as a proof of the monetary benefits shared by the Applicants with NBA or the concerned benefit claimers as the case may be, together with supporting documents. This may be

	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
	Dr. Bharat Bajarang Ballal	Ms. Bharati Bhavikatti	Dr. Dhanaji Kanase	Dr. Renuka Bharat Ballal
		Witness no.1	Witness no.2	Authorized Signatory



submitted to NBA as specified from time to time and such records shall be retained for at least three (3) years after the termination of this Agreement.

- 3.8 NBA shall have the right to regulate /monitor the activities approved under this Agreement, by itself or through any appropriate agency as it may deem fit.
- 3.9 Whenever the Applicants require to access biological resources for commercial utilization of the IPR for which approval is granted under this Agreement, the Applicants shall take prior approval of NBA under Form I of the Rules, 2004 or the respective form of the concerned State biodiversity rules.
- 3.10 The Applicants shall notify in writing to the NBA about the grant of IPR and the assignment or licensing of such IPR, if any, in each of the countries/territories as specified in Annex D, within **60 days** from the date of grant of the said IPR.
- 3.11 The Applicants shall, in case of any modification or improvement or commercialization of the invention/ product/process of the IPR, intimate to NBA within **45 days** of the happening of such event. Based on such intimation, NBA may decide to review the earlier approval and its decision shall be final.
- 3.12 The Applicants, in the event of decision to withdraw or abandon the patent application, shall intimate to NBA within 45 days of the happening of such event.


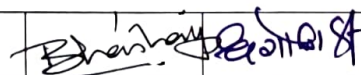
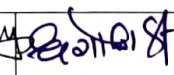
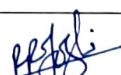
3.13 Status Reports

3.13.1 The Applicants shall submit a status report for each reporting year not later than two months of the end of each reporting year in the prescribed format of NBA.

3.13.2 During the subsistence of this Agreement, the Applicants shall submit separate status reports in relation to each of the countries/territories mentioned in Annex D for each reporting year in the prescribed format of NBA. This shall be submitted not later two months of the end of each reporting year.

3.13.3 Non-submission of the status reports within the stipulated time period in relation to any of the countries/territories mentioned in Annex D will be construed as a breach for which penalty may be imposed by NBA under clause 6 of this Agreement.

3.13.4 The Applicants shall submit a copy of Form 27 of the Indian Patent

				
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Rules, 2015 within one month of submitting the same to the Patent Office.

4. Fair and Equitable Benefit Sharing

- 4.1 The Applicants shall share benefits as per Schedule A in monetary mode.
- 4.2 The Applicants shall make the payment preferably by way of demand draft or any other approved mode of payment and the same shall be drawn in the name of "National Biodiversity Fund".

5. Written Notice


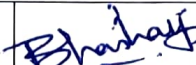
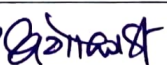
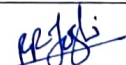
- 5.1 Any communication including serving notices under this Agreement, shall be in writing and communicated by Registered post with acknowledgement due or e-mail or fax in the address mentioned hereunder.

If to NBA:

The Secretary, NBA, 5th Floor, TICEL Bio Park, Taramani, Chennai-600 113, Tamil Nadu, India. Email: secretary@nba.nic.in

If to the Applicants

1. **Ballal Renuka Bharat**, citizen of India, residing at 69/3, Chintamani, Shukrawar Peth, Near Sat Shahid, Karad, Satara, Maharashtra – 415 110
Mobile- +91-9822458675/ +91-8446402566, **Email-** renukajo@rediffmail.com
2. **Ghorpade Vilasrao Manikrao**, citizen of India, residing at Matoshree Niwas, behind gov hospital , AT/ Post- Mahuli, Mahuli, Sangli, Maharashtra, 415310
3. **Bharat Bajarang Ballal**, citizen of India, residing at 69/3, Chintamani, Shukrawar Peth, Near Sat Shahid, Karad, Satara, Maharashtra – 415 110, India.
4. **Divya Chandrasekharan** citizen of India, residing at Sr. No. 30/4, Suman Paradise, A-wing, Flat No. 3, Near Zeal College, Narhe, Pune-411041, Maharashtra, India
5. **Hulawale Sagar Ananta**, citizen of India, residing at Hrushikesh Apt, Flat no 306, H-wing, NDA Road, Vrundavan Society, Shivne, Pune, Maharashtra – 411023, India.
6. **Mr. Bhat Ankush Jee**, citizen of India, residing at Flat No 502, Building A, Asawari, Nanded City, Pune, Maharashtra – 411041, India.

				
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5.2 Notice is deemed to have been given if duly communicated in accordance with the Indian Contract Act, 1872 and the Information Technology Act, 2000 and related Indian legislations.

5.3 Any change in the address/email address/fax of the Parties shall be notified to the other Party within **15 days** of such change by way of a notice.

6. Procedure for imposing penalty in case of breach.



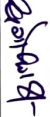

6.1 If NBA has prima facie evidence to the effect that the Applicants have committed a breach of any of the terms of this Agreement, NBA shall send a written notice to the Applicants communicating the default or details of the breach within **30 days** of the discovery of that event, giving an opportunity to be heard to the Applicants.

6.2 The Applicants shall within **30 days** from the date of serving of such notice respond in writing to NBA.

6.3 Upon receiving such explanation from the Applicants, NBA shall take into account the explanation and decide if there is a breach committed by Applicants or not. In the event that the NBA does not receive such explanation from the Applicants, NBA shall send final notice to the Applicants. If the Applicants respond within 30 days, NBA shall be taken into account the explanation and decide on the breach. If the Applicants does not respond within 30 days, the Applicants will be deemed to be in breach of this Agreement.

6.4 In the event that the Applicants does not respond to the final opportunity given by NBA or in the event that NBA decides that there is a breach of this Agreement, NBA has the power to issue any order executable under section 53 of the Act including imposition of penalty of a sum which may extend to one lakh rupees as determined by NBA from time to time and in addition direct the Applicants to pay such compensation commensurate with the damage incurred by the Republic of India or the benefit claimers.

6.5 Penalties imposed by NBA under this clause shall be in addition to any recovery of any monetary benefits due, compliance with directions or orders issued by NBA and without prejudice to any other rights under this Agreement.

				
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6.6 Notwithstanding any of the clauses above, in addition to imposition of penalty, if the breach or default committed by the Applicants amount to violation of any of the provisions of the Act, appropriate legal proceedings shall be initiated under Section 61 of the Act.

7. Termination and Revocation

7.1 Subject to clause 2.3, the Agreement shall stand automatically terminated on the completion of the period agreed to between the Parties including the period of extension agreed to, if any. On termination, the Applicants shall comply with obligation under clause 7.3.

7.2 During the subsistence of this Agreement, the Applicants shall have an option to initiate termination of this Agreement by sending a request to NBA in the form of a notice stating valid reasons for the same. On receipt of the same, it shall be the discretion of NBA to accept the reasons specified by the Applicants or not. In the event of its decision to terminate, NBA shall intimate to the Applicants by way of a notice within **90 days** of making the decision. On receipt of such a notice from NBA, the Applicants shall comply with clause 8.3.



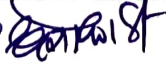

7.3 Upon termination of the Agreement, the Applicants shall pay all outstanding dues including the benefit sharing amount and submit status report dues, if any, due until then by the Applicants within 45 days of the date of termination of this Agreement.

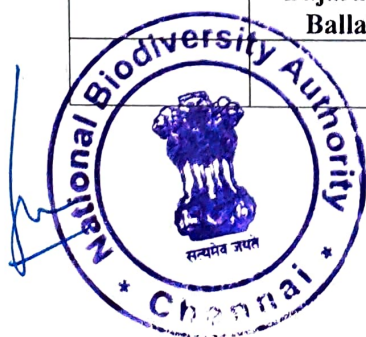
7.4 NBA may withdraw the approval granted and revoke this Agreement in case of occurrence of any of the conditions mentioned in Rule 15 of the Rules, 2004 or if the Applicants perform activities contrary to any restriction or prohibition imposed by NBA or under the Act and Rules, 2004.

8. Liabilities and Indemnification

8.1 NBA shall not be liable for any loss or damage whatsoever caused to the Applicants due to revocation of approval for access and/or termination of this Agreement on any grounds whatsoever.

8.2 The Applicants shall be joint and severally responsible for any claims by third parties arising from the Applicants' acts or omissions in the course of performing this Agreement and under no circumstances shall the NBA be held responsible or liable for any claims by such third parties.

				
	Dr. Bharat Bajarang Ballal	Ms. Bharati Bhavikatti	Dr. Dhanaji Kanase	Dr. Renuka Bharat Ballal
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8.3 The Applicants shall pay such sum for breach committed by the Applicants as determined by NBA under clause 6 of this Agreement which is in addition to the compensation commensurate with the damage incurred by the Republic of India or the benefit claimers that the Applicants are liable to pay as decided by the appropriate forum.

8.4 The Applicants shall indemnify and save NBA and its employees, members and officers, from and against all claims, demands, losses, damages, costs (including attorney fees), actions, suits or other proceedings, all in any manner based upon, arising out of, related to, occasioned by or attributable to, any acts or conduct of the Applicants, its employees or agents, (whether by reason of negligence or otherwise) in the performance by or on behalf of the Applicants of the provisions of this Agreement or any activity undertaken or purported to be undertaken under the authority or pursuant to the terms of this Agreement.

9. Confidentiality


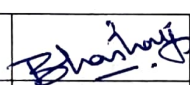
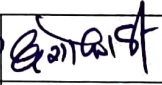
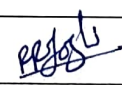
9.1 Upon request from the Applicants, NBA shall keep as confidential that information which is desired to be kept as confidential by the Applicants.

9.2 Notwithstanding the above, confidential information may be disclosed by NBA to the extent required by any law or regulation or order of any authority established by law having jurisdiction over any of the Parties or in the opinion of NBA such disclosure becomes necessary to deal with any emergency situations, or national or public interest .

10. Arbitration

10.1 In case any dispute or difference arises out of the interpretation of any clauses of the Agreement, either of the Parties may give the other Party a notice clearly identifying and providing details of the dispute. On receipt of such notice by the other Party, the Parties shall try to settle such dispute/difference amicably between them by negotiating in good faith within **30 days** of the receipt of such notice.

10.2 If the dispute or difference is not resolved by such negotiations within the period mentioned, the dispute or difference shall be referred to the sole arbitrator appointed by NBA.

				
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10.3 The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the rules framed thereunder. The place of arbitration shall be Chennai, India.

10.4 The award of the Arbitrator shall be final, conclusive and binding on the Parties. The Arbitrator shall be competent to decide whether any matter or dispute or difference referred to him falls within the purview of arbitration.

11. Governing Law and Jurisdiction

11.1 This Agreement is governed by and is to be construed in accordance with the laws of India without regard to the principles of conflicts of laws subject to the provisions of arbitration clauses to this Agreement.

11.2 In the event of a dispute or difference not settled through arbitration as specified in clause 11, the Parties shall irrevocably and unconditionally submit to the appropriate court of jurisdiction in Chennai.



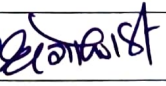

11.3 As regards all other aspects and the terms and conditions not provided for this in this Agreement, they shall be governed by the provisions of the Act read with Rules and Regulations made thereunder.

11.4 This Agreement shall not in any way constitute or be presumed to constitute a partnership or a joint venture or a joint enterprise in any way or for any purpose between the Parties hereto or make the parties in any way liable as partners of or as agents for one another.

12. Severability

12.1 If any part of this Agreement is declared or held improper or unjustifiable or invalid by a Court of Law for any reason, the deficiency or invalidity of that part shall not affect the validity of the remainder which will continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

12.2 However the remainder of the Agreement shall not come into force unless the remainder is consistent with the declaration or order or judgment of the Court.



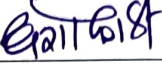

				
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		Witness no.1	Witness no.2	Authorized Signatory



13. Amendment

No amendment to this Agreement shall be valid or binding upon the Parties, unless agreed upon by the Parties, in writing, and signed on behalf of each Party by their duly and legally authorized persons and such amendment shall be made as a supplementary agreement along with Annexes, as applicable.

14. Entirety of Agreement: This Agreement constitutes the culmination of all prior negotiations, understanding, representations and commitments and sets down the complete terms and conditions of Agreement between the parties as to the subject matter.

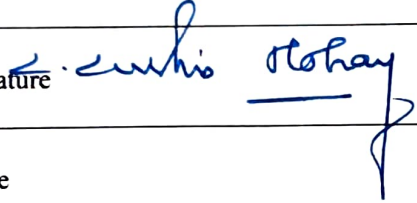

				
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15. Annex and Schedules


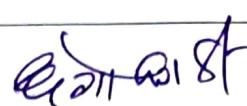
- a. The Schedules and their Annexes attached to this Agreement or Schedule that may be added subsequently by way of an amendment under the provisions of this Agreement shall form an integral part of this Agreement and shall be binding on the Parties.
- b. This Agreement has been executed in duplicate, each of which shall be deemed to be original; one shall be retained by the NBA and other by the Applicants and both shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have signed in this Agreement on the day month and the year aforesaid in this Agreement.

Signature 	Signature 
Name	Dr. Mrs. Renuka Bharat Ballal
Authorized person of NBA	Authorized signatory
Date: / /	Date: / /

Sr. no.	For National Biodiversity Authority Witnesses	Sr. no.	For the Applicant witnesses
1	Signature 	1	Signature 
	Name Dr. M. SUNDAR RAJAN Consultant - Legal Affairs National Biodiversity Authority Taramani, Chennai		Name: Ms. Bharati Bhavikatti ✓
	Address		Address: Dr. Patangrao Kadam Mahavidyalaya, Sangli, Maharashtra, India.416416



2	Signature		2	Signature	
	Name	के. सिद्धरसु / K. Chitrarasu सलाहकार (विधि) / Advisor(Law)		Name:	Dr. D.G.Kanase
	Address	राष्ट्रीय जैव विविधता प्राधिकरण National Biodiversity Authority भारत सरकार / Govt of India 5वां तल, टायसल बायोपार्क / 5th Floor, TICEL Biopark सीएसआईआर रोड / CSIR Road, तरमणि, चेन्नई / Taramani, Chennai-600113.		Address:	Principal, Dr. Patangrao Kadam Mahavidyalaya, Sangli, Maharashtra, India.416416



NBA application no. INBA3202102998
SCHEDULE A – BENEFIT SHARING COMPONENT

- (i) Where the Applicants themselves commercialize the process/product/innovation, the monetary benefit sharing shall be 0.2% on the annual gross ex-factory sale minus government taxes.
- (ii) Where the applicants assign/license the process/product/ innovation to a third party for commercialization, the applicants shall pay to NBA 3.0% of the fee received (in any form including license/ assignee fee) and 2.0% of the royalty amount received annually from the assignee/ licensee.



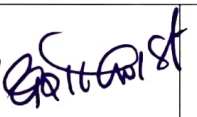

SCHEDULE B – ANNEXES TO BE ATTACHED

ANNEX A - Details of biological resources and/or knowledge associated thereto and geographical locations

ANNEX B - Title, Details of the invention and the patent application number in case patent has been filed

ANNEX C - Original Authorisation signed by the Applicants (*if any*) for signing the Agreement and/or filing IPR

ANNEX D - Name of the countries/territories where IPR over the invention is sought to be taken

				
	Dr .Bharat Bajarang Ballal	Ms. Bharati Bhavikatti	Dr. Dhanaji Kanase	Dr. Renuka Bharat Ballal
		Witness no.1	Witness no.2	Authorized Signatory



21/3/2022

In Schedule B, Annex- A

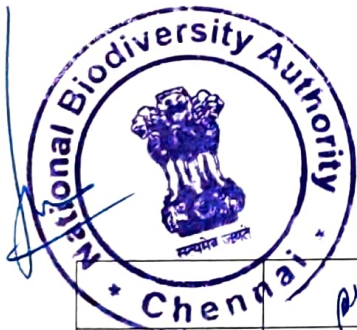
Sr. no.	Common name	Scientific name	Part of biological resource used	Source of access	Geographical Location of Access (Village, Taluka, District and State/Contact address of the local vendor/market)
1.	Pimpali Mool	<i>Piper longum</i>	Root	Wild	Village: Shivane Taluka: Haveli District: Pune State:Maharashtra
2.	Korphad	<i>Aloe vera</i>	Leaf	Wild	Village: Shivane Taluka: Haveli District: Pune State:Maharashtra
3.	Doorva	<i>Cynodon dactylon</i>	Leaf	Wild	Village: Shivane Taluka: Haveli District: Pune State:Maharashtra
4.	Gavati Chaha	<i>Cymbopogon citratus</i>	Leaf	Wild	Village: Shivane Taluka: Haveli District: Pune State:Maharashtra

	<i>puw</i>	<i>Bharati</i>	<i>Dhanaji</i>	<i>Renuka</i>
	Dr .Bharat Bajarang Ballal	Ms. Bharati Bhavikatti	Dr. Dhanaji Kanase	Dr. Renuka Bharat Ballal
		Witness no.1	Witness no.2	Authorized Signatory



In Schedule B, Annex-B

Title of the invention	Invention of Mast Cell Stabilizing Properties of Piper longum, Aloe vera, Cynodon dactylon and Cymbopogon citratus
Details of the invention	Many air borne, animal borne allergens or few chemical substances triggers serious type of Type I Hypersensitivity. It is generally characterized by vasodilation, constriction of smooth muscles, eczema and allied symptoms. It has been proved to be fatal for many times in untreated cases. The key cell which triggers Type I Hypersensitivity is mast cell and the consequences are arises due to biochemical mechanism associated with cross lining of FcεRI receptors and subsequent degranulation of mast cells. Thus stabilization of mast cell membrane becomes essential to control manifestations of Type I Hypersensitivity. By using unique procedure and modern biotechnique tools, the novel product is derived from the mixture of Piper longum, Aloe vera, Cynodon dactylon and Cymbopogon citratus. The product stabilizes mast cell membrane, down regulates the biosynthesis of performed mediators of allergic reactions and thus is useful for minimizing the symptoms of Type I Hypersensitivity. On the background of Cytokine storm has observed in COVID-19 patients, the invention could be effectively used to minimize the cytokine storm.
Indian patent application number	1803/MUM/2015
Foreign filings (if application has already been filed)	Not filed as on date of this agreement



	<i>pw</i> Dr. Bharat Bajarang Ballal	<i>Bharati Bhavikatti</i> Ms. Bharati Bhavikatti	<i>Dr. Dhanaji Kanase</i> Dr. Dhanaji Kanase	<i>Renuka</i> Dr. Renuka Bharat Ballal
		Witness no.1	Witness no.2	Authorized Signatory

In Schedule B, Annex- C

Declaration regarding Power of Attorney:

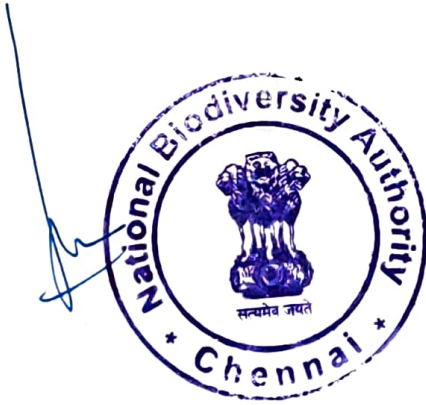
I Dr. Mrs. Renuka Bharat Ballal hereby declare that, all registered patent applicants have given authority to me for submission of documents/ agreements for dealing all kinds of submissions/agreements to me in a prescribed format of 'National Biodiversity of India'. All authorities have been already submitted to 'National Biodiversity of India'. For kind pursual all concerned authorities are attached with this agreement.

Place: Karad

Date: 01.03.2022



Dr. Mrs. Renuka Bharat Ballal



Annex-I

AUTHORISATION LETTER FOR REPRESENTATIVE*

References: 1. Patent application no. 1803/MUM/2015,
2. NBA application no. INBA3202102998

I DR. GHORPADE VILASRAO MANIKRAO hereby authorize Dr. Renuka Bharat Ballal as our representative to submit an application number INBA3202102996 under Form III of the Biological Diversity Rules, 2004, to the National Biodiversity Authority, India (hereinafter referred to as the NBA) for the purpose of obtaining the prior approval as required under the Biological Diversity Act, 2002, for access to biological resources/ knowledge associated with biological resources and/or traditional knowledge/transfer of results of research based on biological resources/application for an IPR/third party transfer of accessed biological resources.

I hereby authorize and declare that all actions committed by the representative with regard to the above purpose and all communications by the representative with the NBA in this regard shall bind me entirely.


Signature of Applicant
DR. GHORPADE VILASRAO MANIKRAO





Signature of representative

Dr. Renuka Bharat Ballal

Date:7/11/21
Station: Pune

Date:7/11/21
Station:Pune

Instructions

~~Strike out whichever is not applicable~~

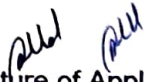
The signature and seal (wherever applicable) in this authorisation letter must be in original.
The NBA shall construe that the signature and seal (wherever applicable) of the agent/representative as being verified and confirmed by the applicant.

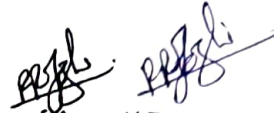


AUTHORISATION LETTER FOR AGENT/REPRESENTATIVE*

I Dr. Bharat Bajarang Ballal hereby authorize Dr. Mrs Renuka Bharat Ballal agent/representative* to submit an application under Form I/II/III/IV* of the Biological Diversity Rules, 2004, to the National Biodiversity Authority, India (hereinafter referred to as the NBA) for the purpose of obtaining the prior approval as required under the Biological Diversity Act, 2002, for access to biological resources/ knowledge associated with biological resources and/or traditional knowledge/transfer of results of research based on biological resources/application for an IPR/third party transfer of accessed biological resources.*

I/We* hereby authorize and declare that all actions committed by the agent / representative* with regard to the above purpose and all communications by the agent/representative* with the NBA in this regard shall bind me/us* entirely.


Signature of Applicant
(Common seal if applicable)


Signature of Agent/ Representative
(Common seal if applicable)

Date: 12/12/2021
Station:PUNE

Date: 12/12/2021
Station:PUNE

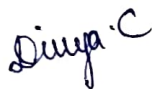


AUTHORISATION LETTER FOR REPRESENTATIVE*

**References: 1. Patent application no. 1803/MUM/2015,
2. NBA application no. INBA3202102998**

I **DIVYA CHANDRASEKHARAN** hereby authorize Dr. Renuka Bharat Ballal as our representative to submit an application number **INBA3202102996** under Form III of the Biological Diversity Rules, 2004, to the National Biodiversity Authority, India (hereinafter referred to as the NBA) for the purpose of obtaining the prior approval as required under the Biological Diversity Act, 2002, for access to biological resources/ knowledge associated with biological resources and/or traditional knowledge/transfer of results of research based on biological resources/application for an IPR/third party transfer of accessed biological resources.

I hereby authorize and declare that all actions committed by the representative with regard to the above purpose and all communications by the representative with the NBA in this regard shall bind me entirely.



Signature of Applicant
DIVYA CHANDRASEKHARAN



Signature of representative

Dr. Renuka Bharat Ballal

Date:7/11/21
Station: Pune

Date:7/11/21
Station:Pune

Instructions

- * *Strike out whichever is not applicable*
- The signature and seal (wherever applicable) in this authorisation letter must be in original.
- The NBA shall construe that the signature and seal (wherever applicable) of the agent/representative as being verified and confirmed by the applicant.



AUTHORISATION LETTER FOR REPRESENTATIVE*

- References: 1. Patent application no. 1803MUM/2015
2. NBA application no. INBA3202102998

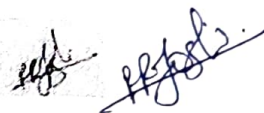
I HULAWALE SAGAR ANANTA hereby authorize Dr. Renuka Bharat Ballal as our representative to submit an application number INBA3202102998 under Form III of the Biological Diversity Rules, 2004, to the National Biodiversity Authority, India (hereinafter referred to as the NBA) for the purpose of obtaining the prior approval as required under the Biological Diversity Act, 2002, for access to biological resources/ knowledge associated with biological resources and/or traditional knowledge/transfer of results of research based on biological resources/application for an IPR/third party transfer of accessed biological resources.

I hereby authorize and declare that all actions committed by the representative with regard to the above purpose and all communications by the representative with the NBA in this regard shall bind me entirely.



Signature of Applicant
HULAWALE SAGAR ANANTA

Date:7/11/21
Station: Pune

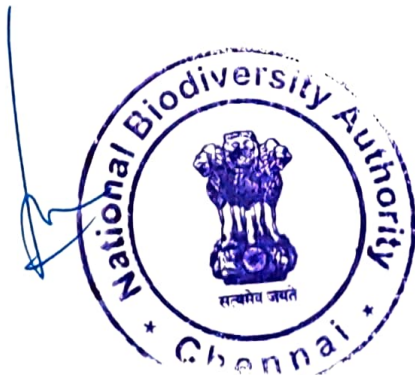


Signature of representative
Dr. Renuka Bharat Ballal

Date:7/11/21
Station:Pune

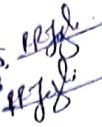
Instructions

- * *Strike out whichever is not applicable*
- The signature and seal (wherever applicable) in this authorisation letter must be in original.
- The NBA shall construe that the signature and seal (wherever applicable) of the agent/representative as being verified and confirmed by the applicant.



Annex-I

AUTHORISATION LETTER FOR REPRESENTATIVE*

References: 1. Patent application no. 1803/MUM/2015, 
2. NBA application no. INBA3202102993

I BHAT ANKUSH JEE hereby authorize Dr. Renuka Bharat Ballal as our representative to submit an application number INBA3202102993 under Form III of the Biological Diversity Rules, 2004, to the National Biodiversity Authority, India (hereinafter referred to as the NBA) for the purpose of obtaining the prior approval as required under the Biological Diversity Act, 2002, for access to biological resources/ knowledge associated with biological resources and/or traditional knowledge/transfer of results of research based on biological resources/application for an IPR/third party transfer of accessed biological resources.

I hereby authorize and declare that all actions committed by the representative with regard to the above purpose and all communications by the representative with the NBA in this regard shall bind me entirely.

Ankush

Signature of Applicant
BHAT ANKUSH JEE

Date:7/11/21
Station: Pune



Signature of representative

Dr. Renuka Bharat Ballal

Date:7/11/21
Station:Pune

Instructions

- * *Strike out whichever is not applicable*
- The signature and seal (wherever applicable) in this authorisation letter must be in original.
- The NBA shall construe that the signature and seal (wherever applicable) of the agent/representative as being verified and confirmed by the applicant.



In Schedule B, Annex- D

DECLARATION

I Dr. Mrs. Renuka Bharat Ballal as a signatory authority hereby declare that on the date of agreement with 'National Biodiversity of India', applicants do not intend to file IPR in countries/territories other than India. If it happens in the future, prior permission will be taken from 'National Biodiversity of India' and it will be informed to 'National Biodiversity of India'.

Place: Pune

Date: / /

Dr. Mrs. Renuka Bharat Ballal

True copy

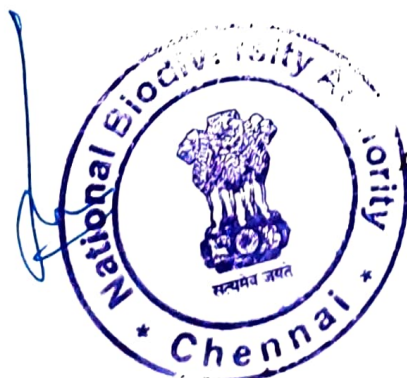


PERMIT OR ITS EQUIVALENT CONSTITUTING AN INTERNATIONALLY RECOGNIZED CERTIFICATE OF COMPLIANCE (IRCC)

Internationally Recognised Certificate of Compliance (IRCC) is a globally recognised compliance certificate that serves as an evidence of the decision by the Parties to grant permit to the Applicant. The permit issued by the National Biodiversity Authority (*the competent national authority under the Nagoya Protocol*) will facilitate generation of IRCC and will be published online in the Access and Benefit Sharing Clearing House (ABSCH) (<https://absch.cbd.int/>)

By procuring an IRCC, the Applicant can globally demonstrate their legal compliance with the domestic Access and Benefit Sharing (ABS) legislation (in the present case with the Biological Diversity Act, 2002 and Rules, 2004). Applicant can also keep certain information confidential, as the IRCC document is publicly available. For this purpose, the Applicant shall fill in the following details as given in the table below:

S.No	Particulars	Details about the nature of information (Please mention YES or NO in the box)
1	Name of the Applicant	Do you require your name to be kept confidential? <input type="checkbox"/> No
2	Subject matter of approval	Do you require the biological resources/knowledge for which the approval was given to be kept confidential? <input type="checkbox"/> Yes
3	Keywords that describe the subject matter of approval	Do you require the keywords that describes or indicates the biological resources/ knowledge for which the approval was given to be kept confidential? <input type="checkbox"/> Yes
4	Type of activity to be undertaken using the subject matter of approval	Do you require the activity (research/commercial utilisation/bio-survey and bio-utilisation/IPR/transfer of biological resources/knowledge) to be carried out using the approved biological resources/knowledge to be kept confidential? <input type="checkbox"/> No



Renuka
Dr. Mrs. Renuka Bharat Ballal

Authorized signatory on behalf of applicants