

**IN THE HON'BLE NATIONAL GREEN TRIBUNAL, SOUTHERN ZONE
BENCH, CHENNAI**

APPEAL NO. 54 of 2022

IN THE MATTER OF: -

Dabur India Limited

.... Applicant

Versus

**The National Biodiversity Authority,
Rep.,by its Secretary,Tamil Nadu.**

.... Respondent

**COUNTER AFFIDAVIT FILED ON BEHALF OF THE NATIONAL
BIODIVERSITY AUTHORITY**



Filed by:
G.M. SYED NURULLAH SHERIFF
Senior Standing Counsel
MoEF&Cc.
Mob. No. 9444015330
Counsel for Respondent no.1

**BEFORE THE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE AT CHENNAI**

Appeal No. 54 of 2022

IN THE MATTER OF:

M/s Dabur India Limited,
Represented by its Authorized Representative,
8/3, Asaf Ali Road,
New Delhi – 110 002.

... Appellant

VERSUS

The National Biodiversity Authority
Rep. by its Member Secretary
5th Floor, TICEL Park, CSIR Road,
Taramani, Chennai – 600 113.

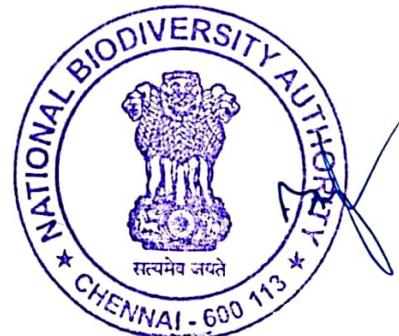
... Respondent

REPLY AFFIDAVIT

MOST RESPECTFULLY SHOWETH:

I, Dr. B.Balaji, son of G. Badrinarayanan, aged 49 years, Occupation: Government service residing at Chennai, do hereby solemnly affirm and sincerely state as follows:

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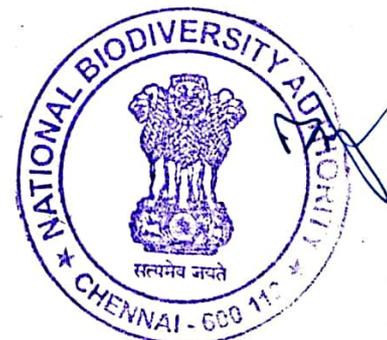


I. I am serving as Secretary in National Biodiversity Authority (NBA), the Respondent herein, having office at 5th Floor, TICEL Bio Park, CSIR Road, Taramani, Chennai – 600 113, Tamil Nadu and as such well acquainted with the facts of the case, borne out of records. I am duly authorized to file this affidavit-in-reply on behalf of the Respondent.

II. I have gone through the contents of the Memorandum of Appeal filed by the Appellant against the order dated 04.08.2022 issued by the Respondent and the annexures thereto and I submit that all the statement of facts averred in the Memorandum of Appeal are denied except those which are specifically dealt with hereunder as admitted.

III. It is respectfully submitted that the subject matter of this Memorandum of Appeal filed under Section 52A of the Biological Diversity Act (BD Act), 2002 read with clause (j) of Section 16 of the National Green Tribunal Act, 2010 and clause (l) of Rule 8 of the National Green Tribunal (Practices and Procedure) Rules, 2011 pertains to matter against the alleged order of the Respondent dated 04.08.2022.

IV. The Appellant contends that the National Biodiversity Authority (the Respondent herein) had unilaterally imposed on the Appellant to pay the benefit sharing component (0.5% of annual gross ex-factory sale price of the product) under Regulation 4 of the Guidelines on Access to Biological

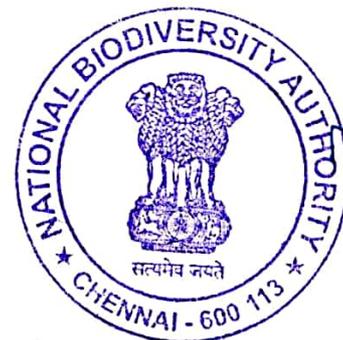


Resources and Associated Knowledge and Benefits sharing Regulations, 2014 (ABS Guidelines) although the said Regulation 4 is one of the two options is exercisable at the behest of the applicant in computing the benefit sharing obligations under the ABS Guidelines.

V. It is submitted that the Appellant does not have any *locus standi* in this Appeal to challenge the orders/notices issued by the Respondent to the Appellant calling upon the Appellants to sign the access and benefit sharing agreement for commercial utilization of biological resources. The Appellant is filing the instant appeal after a period of 2 years of the approval and clearance of application that was granted on 30.12.2020. The instant appeal is liable to be dismissed on the preliminary objections mentioned hereinabove.

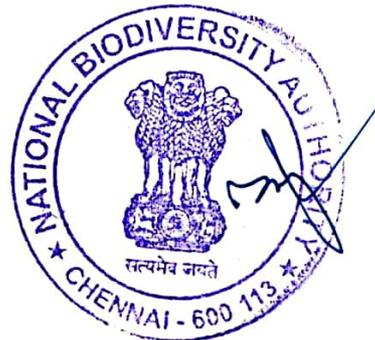
Without prejudice to the foregoing preliminary objections as to the very maintainability of the appeal, this Respondent wishes to place the correct facts relating to the issue, subject matter of the appeal as follows:

1. It is respectfully submitted that the Appellant had placed all his submissions wholly on one aspect of the issue *i.e.* the benefit sharing to be computed on the resource value as per Regulation 3 of the ABS Guidelines and Regulation 4 provides an option to an applicant to choose an alternative mode of computation of benefit sharing on the product value. Also, the law does not empower the authorities to thrust any one of the option against them in the determination of benefit sharing.



2. It is submitted that the National Biodiversity Authority (NBA) was established by the Central Government in 2003 under Section 8 to implement the Biological Diversity Act, 2002 (**Annexure 1**). The National Biodiversity Authority is a Statutory Body under the Ministry of Environment, Forests and Climate Change (MoEF&CC) and it performs facilitative, regulatory and advisory functions for the Government of India on the issues of conservation, sustainable use of biological resources and fair and equitable sharing of benefits arising out of the use of biological resources.
3. The Biological Diversity Act (2002) mandates implementation of the provisions of the Act through a decentralized system with the NBA focusing on advising the Central Government on matters relating to the conservation of biodiversity, sustainable use of its components and equitable sharing of benefits arising out of the utilization of biological resources and advising the State Governments in the selection of areas of biodiversity importance to be notified under Sub-Section (1) of Section 37 as heritage sites and measures for the management of such heritage sites. The NBA considers requests received from persons/entities by granting approval or otherwise for undertaking any activity referred to in Sections 3, 4 and 6 of the Act.

The functions of NBA enumerated under Section 18 of the Act:



**CHAPTER – IV- FUNCTIONS AND POWERS OF THE NATIONAL
BIODIVERSITY AUTHORITY;**

**18. Functions and powers of National Biodiversity
Authority –**

(1) It shall be the duty of the National Biodiversity Authority to regulate activities referred to in Sections 3, 4 and 6 and by regulations issue guidelines for access to biological resources and for fair and equitable benefit sharing.

(2) The National Biodiversity Authority may grant approval for undertaking any activity referred to in Sections 3, 4 and 6.

(3) The National Biodiversity Authority may –

(a) advise the Central Government on matters relating to the conservation of biodiversity, sustainable use of its components and equitable sharing of benefits arising out of the utilization of biological resources;

(b) advise the State Governments in the selection of areas of biodiversity, importance to be notified under sub – Section (1) of Section 37 as heritage sites and measures for the management of such heritage sites;

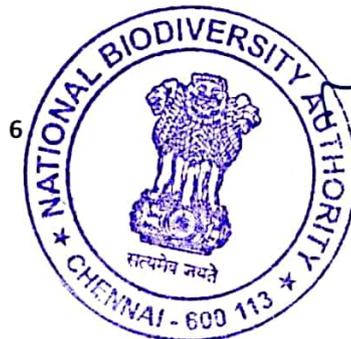
(c) perform such other functions as may be necessary to carry out the provisions of this Act.



(4) The National Biodiversity Authority may, on behalf of the Central Government, take any measures necessary to oppose the grant of intellectual property rights in any country outside India on any biological resource obtained from India or knowledge associated with such biological resource which is derived from India.

4. It is submitted that the BD Act was passed as a follow-up to the Convention on Biological Diversity, 1992 ("CBD") signed at Rio de Janeiro. The Act provides for conservation of biological diversity, sustainable use of its components and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge etc. This is to submit that Section 62 of the Act empowers the Central Government to make rules for carrying out the purposes of the Act. Accordingly, the Central Government notified the Biological Diversity Rules, 2004 (**Annexure 2**). Similarly, the Regulations of 2014 (**Annexure 3**) were also notified as a consequence of the Nagoya Protocol adopted under the Convention on Biological Diversity by exercising the powers conferred under section 64 read with sub-section (1) of section 18 and sub-section (4) of section 21 of the Act.

5. Under the scheme of the BD Act, for certain purposes, "Foreign Entities" i.e. non-citizens of India, non-resident citizens of India or body-corporate, association or organization having a participation in its share capital or



management are regulated by the National Biodiversity Authority ("NBA"). Whereas, for those purposes, "Indian Entities" i.e. Indian Citizens and body corporates, associations and organizations registered in India without any foreign participation in their share capital or management are regulated by the State Biodiversity Boards ("SBBs").

6. Thus, a foreign Entity cannot obtain any biological resource occurring in India or knowledge associated thereto for research or commercial utilization or for bio-survey and bio-utilization without obtaining "Prior Approval" from NBA under Section 3 of the Act. An Indian Entity, on the other hand, has to give "Prior Intimation" to the State Biodiversity Board ("SBB") under Section 7 while obtaining any biological resource for commercial utilization or for bio-survey and bio-utilization.

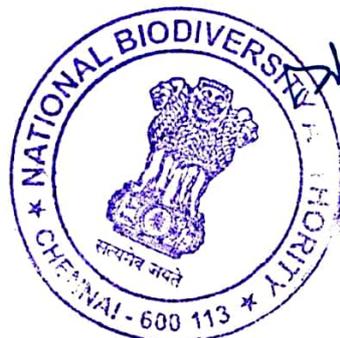
7. It is submitted that the Appellant M/s Dabur India Ltd. had applied in Form - I in Application No. INBA1202002163 (Form - I is filed for seeking approval of the Authority for access to biological resources and associated knowledge for research or for commercial utilization) on 15.09.2020 (**Annexure 4**) seeking approval from National Biodiversity Authority for accessing the biological resources. The Appellant had sought approval for accessing 133 biological resources from various geographical locations in India for the purpose of commercial utilization. The Appellant *vide* his



application had confirmed that he falls under Section 3 (2) category under the BD Act and they are one of the leading Ayurvedic medicine manufacturer in the country. On request, a meeting was conducted in virtual mode between NBA and the Appellant on 16.09.2020 to discuss the benefit sharing on all the applications filed **(Annexure 5)**.

8. It is submitted that after examination of the application, it was found that even before the approval is granted to the appellant, they had accessed the biological resources without obtaining prior approval by executing an agreement with NBA. The National Biodiversity Authority after examination of the Form - I application and the supporting documents submitted by the Appellant had sought consultation from various State Biodiversity Boards on the grant of approval for accessing biological resources. Consultations were sought from Gujarat, Chhattisgarh, Arunachal Pradesh, Punjab, Odisha, Uttar Pradesh, Rajasthan, Bihar, Madhya Pradesh, Jharkhand, Himachal Pradesh, West Bengal biodiversity boards. **(Annexure 6)**.

9. It is submitted that after due consideration of the consultations received from the State Biodiversity Boards, the National Biodiversity Authority, had sent the clearance letter and the model agreement on 30.12.2020 **(Annexure 7)** to the Appellant for signature subject to the terms and conditions that includes benefits sharing component as per Regulation 4



of the ABS Guidelines, 2014 (i.e. based on the annual gross ex-factory sale of the product). It is pertinent to note that out of 133 biological resources some of the bio-resources fall under the endemic/vulnerable/rare/endangered/threatened categories and the application was processed accordingly.

The details of few biological resources that are in the accessed list of the Appellant are as follows.

**International Union for Conservation of Nature and Natural Resources –
(IUCN Red List)**

S.No	Scientific Name	Common name	IUCN Red List (Status)
1.	<i>Aconitum heterophyllum</i>	Atis/Ativisha	Endangered
2.	<i>Commiphora wightii</i>	Guggul/Mukul myrrh tree	Critically Endangered
3.	<i>Pterocarpus marsupium</i>	Pitsal/Bijasal	Near Threatened
4.	<i>Pterocarpus santalinus</i>	Red Sander	Endangered
5.	<i>Santalum album</i>	Indian Sandalwood	Vulnerable



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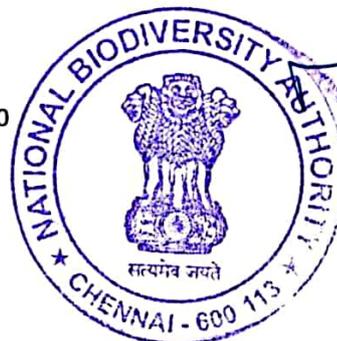
CITES - (Convention on International Trade in Endangered Species of Wild Fauna and Flora)

- a) *Pterocarpus santalinus*
- b) *Aconitum heterophyllum*

10. It is submitted that after processing the application, NBA sent a draft agreement to the appellant on 30.12.2020 with access and benefit sharing (ABS) as per Regulation 4 of the Guidelines on Access to Biological Resources and Associated Knowledge and Benefits Sharing Regulations, 2014 i.e. 0.5% of annual gross ex-factory sale price of the product from the date of commercialization. On 20.01.2021, the Appellant had sought clarification on the benefit sharing amount and requested NBA to reconsider the calculation of ABS based on the resource value and insisted that the amount shall be paid on the purchase price as per Regulation 3 of the ABS Regulations, 2014 **(Annexure 8)**.

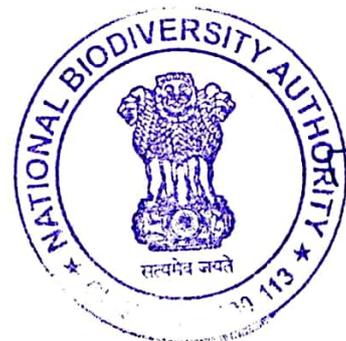
11. The Appellant vide letter dated 23.09.2021 also submitted Form A **(Annexure 9)** towards the information to be furnished for use of biological resources wherein a detailed list on the Annual Volume of herbs procured during the financial year 2020 – 21 and had also requested to finalize the request made for reconsideration of the ABS amount. It is submitted that the Appellant on 26.10.2021 had sent a communication requesting NBA to permit the Appellant pay the ABS based on the purchase price following the

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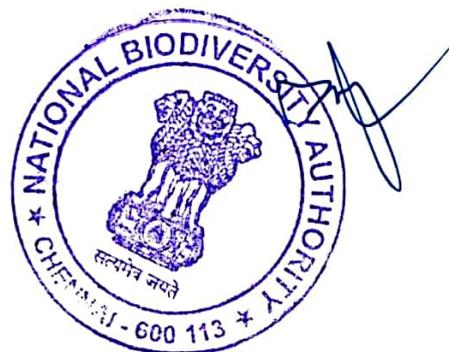
“resources centric approach” (**Annexure 10**). They have cited the previous instance wherein the Respondent had approved the resource centric approach in another application (1472).

12. It is submitted that the Appellant in their earlier application had already accessed some of the biological resources and had applied in Form – I under the OM issued by the Ministry of Environment, Forests and Climate Change (**Annexure 11**). The OM is issued to regularize all the past activities/violations under the BD Act without resorting to legal action as stipulated under the BD Act. Accordingly, the benefit sharing is calculated and imposed uniformly to all the applications. However, the instant application was placed in the 65th Expert Committee on Access and Benefit Sharing (EC on ABS) held on 24.01.2022 (**Annexure 12**), which recommended fixing the benefit sharing at higher percentage (0.5%) under Regulation 4 as the biological resources were accessed without signing the agreement with NBA and accordingly a revised agreement was sent to the applicant on 16.03.2022 (**Annexure 13**).
13. The EC on ABS had examined the request made by the Appellant for ABS calculation based on ‘resource centric approach’ wherein the Appellant had quoted the instance where NBA had permitted the Appellant to pay 1.5 crore for the year 2016-17 in Appln. No. 1472 based on resource centric approach. The EC noted that the Appellant in the instant application had accessed 144 biological resources (125 species of herbs) from



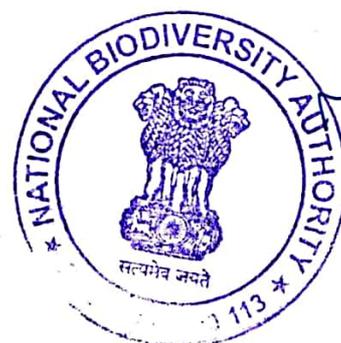
traders/cultivated source/organized sources without the approval of NBA as the detailed list of the annual volume of herbs procured during 2020-21.

14. Upon scrutinizing the request of the Appellant, EC on ABS noted that ABS may be applicable for those who purchased from the JFMC/Forest dweller/Gram Sabha as per Regulation 2 of the ABS Guidelines, 2014. However, in the past, the Authority had imposed benefit sharing based on the purchase price of the biological resources as 'one-time concession' to the appellant in a similar case. Considering this view, EC opined that it may not be applicable to the instant case as biological resources had already been accessed which is a contravention as per the provisions of the BD Act. The Expert Committee did not agree to the submissions made by the Appellant.
15. The Expert Committee taking note of the OM issued by the MoEF&CC, recommended for approval of the application with higher benefit sharing under Regulation 4 of the ABS Guidelines 2014, from the date of commercialization. It also required the Appellant to conduct awareness programs in consultation with the respective SBBs, within a period of three months from the date of execution of agreement and submit a compliance report.
16. On 21.03.2022, a meeting was held with the representatives of the applicant to discuss the pending several applications with the Appellant wherein it was decided to place the application before the next authority



meeting for consideration (**Annexure 14**). It is submitted that the Appellant had also submitted a letter dated 21.03.2022 for considering the benefit sharing on the basis of Regulation 2 of the ABS Guidelines claiming that the choice between Regulations 2 and 4 vests with the Appellant. The Appellant had himself accepted that acknowledged in para 5.2 that they have accessed the biological resources without prior approval and due to their nature of business operations their 'access without approval' should not be treated as a violation as they procure and utilize the tradeable resources on a continuous basis.

17. Hence, the application was again placed before the 66th EC on ABS on 27.04.2022 and the EC has not agreed to the claims of the Appellant (**Annexure 15**) and the same was communicated to the Appellant on 04.08.2022 (**Annexure 16**). The Appellant had sent a representation dated 01.08.2022 to NBA to reconsider the compounding of benefit sharing in the upcoming Authority Meeting (**Annexure 17**). The Appellant had also sent their reply on 25.08.2022 for consideration in the upcoming Authority Meeting (**Annexure 18**). The EC on ABS had observed that the Appellant is repeatedly requesting to follow a resource centric approach, even after the draft agreement was sent again for execution. After considering the request once again, the EC affirmed the decision of the 65th EC on ABS i.e. the application may be recommended for approval with higher benefit sharing as per Regulation 4 of the ABS Guidelines, 2014 from the date of commercialization. The copy of the Authority Meeting held on August 2022



is submitted as **Annexure 19**. In response, *vide* letter dated 27.07.2022 received on 19.08.2022 the applicant had submitted Form A towards the information to be furnished for use of biological resources wherein detailed list on the Annual Volume of herbs procured during the financial year 2021-22 (**Annexure 20**).

18. It is most respectfully submitted that in accordance with the provision of BD Act, 2002 wherein it is categorically mentioned that the prior approval of the National Biodiversity Authority before accessing the biological resources is mandatory. The said provision of law is reproduced herein below:

CHAPTER II

REGULATION OF ACCESS TO BIOLOGICAL DIVERSITY

3. Certain persons not to undertake Biodiversity related activities without approval of National Biodiversity Authority. —

(1) No person referred to in sub-Section (2) shall, without previous approval of the National Biodiversity Authority, obtain any biological resource occurring in India or knowledge associated thereto for research or for commercial utilisation or for bio-survey and bio-utilisation.

(2) The persons who shall be required to take the approval of the National Biodiversity Authority under sub-Section (1) are the following, namely: —

(a) a person who is not a citizen of India;



(b) a citizen of India, who is a non-resident as defined in clause (30) of Section 2 of the Income-tax Act, 1961 (43 of 1961);

(c) a body corporate, association or organisation—

(i) not incorporated or registered in India; or

(ii) incorporated or registered in India under any law for the time being in force which has any non-Indian participation in its share capital or management.

19. It is submitted that Article 15 (4) of the CBD provide that Access, where granted, shall be on a mutually agreed terms and subject to the provisions of this Article. Article 18 of the Nagoya Protocol, along with Articles 15, 16 and 17 completes the set of provisions covering user compliance measures in the Protocol. It specifically aims to promote the enforcement of mutually agreed terms (MAT) between individual users and providers of genetic resources and/or traditional knowledge associated with such resources (i.e. contractual obligations). Section 21 of the BD Act, 2002 stipulates that NBA shall grant approvals under Section 19 and 20 in accordance with mutually agreed terms and conditions.

21. Determination of equitable benefit sharing by National Biodiversity Authority.—(1) *The National Biodiversity Authority shall while granting approvals under section 19 or section 20 ensure that the terms and conditions subject to which approval is granted secures equitable sharing of benefits arising out of the use of accessed biological resources, their by-products, innovations and practices associated with their use and applications and knowledge relating thereto in accordance with mutually agreed terms and conditions between the person applying for such approval, local bodies concerned and the benefit claimers.*



BD Rules, 2004 stipulates that all approvals granted by the NBA to the applicants shall be in the form of agreement. The relevant Rules are:

14. Procedure for access to biological resources and associated traditional knowledge

(5) The approval to access shall be in the form of a written agreement duly signed by an authorized officer of the Authority and the applicant.

17. Procedure for seeking approval for transferring results of research. -

(5) The approval for transfer shall be granted in the form of a written agreement duly signed by an authorized officer of the Authority and the applicant. The form of the agreement shall be such as may be decided by the Authority.

18. Procedure for seeking prior approval before applying for intellectual property protection. -

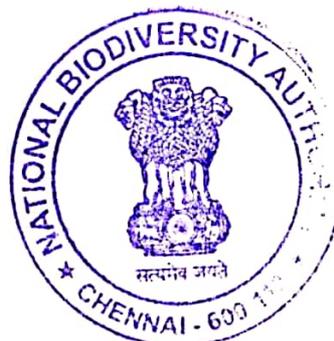
(5) The approval shall be granted in the form of a written agreement duly signed by an authorized officer of the Authority and the applicant. The form of the agreement may be decided by the Authority.

19. Procedure for third party transfer under sub-section (2) of Section 20.-

(5) The approval as may be granted under sub-rule (4) in the form of a written agreement duly signed by an authorized officer of the Authority and the applicant. The form of the agreement shall be such as may be decided by the Authority.

20. It is submitted that in all the aforementioned types of approvals, the NBA is vested with authority to decide the form of agreement to be executed with the Applicants. Any person or entity covered under Section 3 (2) of the BD Act, 2002, has to obtain prior approval from NBA before accessing any

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A handwritten signature in blue ink, consisting of a stylized 'A' followed by a flourish.

Indian biological resource or associated knowledge for activities pertaining to research, bio-survey, bio-utilization and commercial utilization. In the present case, the petitioner has accessed biological resources without any approval from the NBA and therefore the petitioner has violated the provisions of the Act.

21. It is submitted that the Appellant falls under Section 3 (2)(c) of the BD Act and as such it is mandatory to seek approvals for accessing the biological resources obtained from India. The Appellant has been accessing the biological resources in 133 biological resources (125 species of herbs) and had applied for approval only in the year 2020. Further, the Appellants has misinterpreted the BD Act to their convenience and advantage by reiterating that they have the option of paying the benefit sharing amount on the purchase price of the biological resources and not on selling price. It is submitted that the option is available only to those who take approvals before accessing and not to those who access without approvals. Hence, the claim of the Appellant that they should be given consideration under Regulations 3 and 4 is not tenable.
22. In the instant case, the Appellant has been accessing the biological resources since 2016 without any statutory approvals from the Respondent. Having violated the provisions of the BD Act by accessing the biological resources in an illegal manner, the Appellants had filed an application only in 2020 in Form – I (Application for accessing the biological resources)



23. The Biological Diversity Act was enacted in 2002 with the objectives of conservation of biological resources, sustainable use of these resources and to ensure fair and equitable sharing of benefits by the users of the biological resources with the conservers. The Act also has provided for using the benefit sharing amount for the purpose of conservation and for undertaking socio-economic development of the communities. In the present case, the applicant has approached the Hon'ble Tribunal with request for paying benefit sharing on the purchase price of the raw material however; the applicant had violated the provisions of the Act by accessing resources without prior approval. Therefore, in accordance with the ABS Regulations, 2014, the request of the appellant cannot be accepted. The appellant cannot take advantage of his own wrongs committed, by not taking prior approval as per law.

This Respondent reserves their right to raise any additional pleas or additional counter, if necessary, with the leave of the Honourable Tribunal at the time of hearing. I state that the other grounds A to D raised in the petitions are not sustainable in law and made only for filing this petition.

In the light of the above, it is most respectfully prayed that this Hon'ble Tribunal may kindly be pleased to dismiss the present Appeal with exemplary costs, direct the Appellants to pay the necessary ABS as levied by the NBA and comply with the provisions of the Act and pass other directions as this Hon'ble Tribunal deem fit and proper in the case.





DEPONENT

VERIFICATION

Verified that the statements made above are true to my knowledge and belief. No part of it is false and nothing material has been concealed therefrom.

Verified at Chennai on the 13th day of March, 2023.



DEPONENT

THE BIOLOGICAL DIVERSITY ACT, 2002

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THE BIOLOGICAL DIVERSITY ACT, 2002

ACT NO. 18 OF 2003

[5th February, 2003.]

An Act to provide for conservation of biological diversity, sustainable use of its components and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.

WHEREAS India is rich in biological diversity and associated traditional and contemporary knowledge system relating thereto.

AND WHEREAS India is a party to the United Nations Convention on Biological Diversity signed at Rio de Janeiro on the 5th day of June, 1992;

AND WHEREAS the said Convention came into force on the 29th December, 1993;

AND WHEREAS the said Convention reaffirms the sovereign rights of the States over their biological resources;

AND WHEREAS the said Convention has the main objective of conservation of biological diversity, sustainable use of its components and fair and equitable sharing of the benefits arising out of utilisation of genetic resources;

AND WHEREAS it is considered necessary to provide for conservation, sustainable utilisation and equitable sharing of the benefits arising out of utilisation of genetic resources and also to give effect to the said Convention.

BE it enacted by Parliament in the Fifty-third Year of the Republic of India as follows:—

CHAPTER I

PRELIMINARY

1. Short title, extent and commencement.—(1) This Act may be called the Biological Diversity Act, 2002.

(2) It extends to the whole of India.

(3) It shall come into force on such date¹ as the Central Government may, by notification in the Official Gazette, appoint:

Provided that different dates may be appointed for different provisions of this Act and any reference in any such provision to the commencement of this Act shall be construed as a reference to the coming into force of that provision.

2. Definitions.—In this Act, unless the context otherwise requires,—

(a) “benefit claimers” means the conservers of biological resources, their by-products, creators and holders of knowledge and information relating to the use of such biological resources, innovations and practices associated with such use and application;

(b) “biological diversity” means the variability among living organisms from all sources and the ecological complexes of which they are part and includes diversity within species or between species and of eco-systems;

(c) “biological resources” means plants, animals and micro-organisms or parts thereof, their genetic material and by-products (excluding value added products) with actual or potential use or value, but does not include human genetic material;

1. 1st October, 2003 (ss. 1, 2, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 48, 54, 59, 62, 63, 64, 65), *vide* notification No. S.O. 1146(E), dated 1st October, 2003, *see* Gazette of India, Extraordinary, Part II, sec. 3(ii).

1st July, 2004 (ss. 3, 4, 5, 6, 7, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 55, 56, 57, 58, 60, 61), *vide* notification No. S.O. 753(E), dated 1st July, 2004, *see* Gazette of India, Extraordinary, Part II, sec. 3(ii).

(d) “bio-survey and bio-utilisation” means survey or collection of species, subspecies, genes, components and extracts of biological resource for any purpose and includes characterisation, inventorisation and bioassay;

(e) “Chairperson” means the Chairperson of the National Biodiversity Authority or, as the case may be, of the State Biodiversity Board;

(f) “commercial utilisation” means end uses of biological resources for commercial utilisation such as drugs, industrial enzymes, food flavours, fragrance, cosmetics, emulsifiers, oleoresins, colours, extracts and genes used for improving crops and livestock through genetic intervention, but does not include conventional breeding or traditional practices in use in any agriculture, horticulture, poultry, dairy farming, animal husbandry or bee keeping;

(g) “fair and equitable benefit sharing” means sharing of benefits as determined by the National Biodiversity Authority under section 21;

(h) “local bodies” means Panchayats and Municipalities, by what ever name called, within the meaning of clause (1) of article 243B and clause (1) of article 243Q of the Constitution and in the absence of any Panchayats or Municipalities, institutions of self-government constituted under any other provision of the Constitution or any Central Act or State Act;

(i) “member” means a member of the National Biodiversity Authority or a State Biodiversity Board and includes the Chairperson;

(j) “National Biodiversity Authority” means the National Biodiversity Authority established under section 8;

(k) “prescribed” means prescribed by rules made under this Act;

(l) “regulations” means regulations made under this Act;

(m) “research” means study or systematic investigation of any biological resource or technological application, that uses biological systems, living organisms or derivatives thereof to make or modify products or processes for any use;

(n) “State Biodiversity Board” means the State Biodiversity Board established under section 22;

(o) “sustainable use” means the use of components of biological diversity in such manner and at such rate that does not lead to the long-term decline of the biological diversity thereby maintaining its potential to meet the needs and aspirations of present and future generations;

(p) “value added products” means products which may contain portions or extracts of plants and animals in unrecognizable and physically inseparable form.

CHAPTER II

REGULATION OF ACCESS TO BIOLOGICAL DIVERSITY

3. Certain persons not to undertake Biodiversity related activities without approval of National Biodiversity Authority.—(1) No person referred to in sub-section (2) shall, without previous approval of the National Biodiversity Authority, obtain any biological resource occurring in India or knowledge associated thereto for research or for commercial utilisation or for bio-survey and bio-utilisation.

(2) The persons who shall be required to take the approval of the National Biodiversity Authority under sub-section (1) are the following, namely:—

(a) a person who is not a citizen of India;

(b) a citizen of India, who is a non-resident as defined in clause (30) of section 2 of the Income-tax Act, 1961 (43 of 1961);

(c) a body corporate, association or organisation—

(i) not incorporated or registered in India; or

(ii) incorporated or registered in India under any law for the time being in force which has any non-Indian participation in its share capital or management.

4. Results of research not to be transferred to certain persons without approval of National Biodiversity Authority.—No person shall, without the previous approval of the National Biodiversity Authority, transfer the results of any research relating to any biological resources occurring in, or obtained from, India for monetary consideration or otherwise to any person who is not a citizen of India or citizen of India who is non-resident as defined in clause (30) of section 2 of the Income-tax Act, 1961 (43 of 1961) or a body corporate or organisation which is not registered or incorporated in India or which has any non-Indian participation in its share capital or management.

Explanation.—For the purposes of this section, “transfer” does not include publication of research papers or dissemination of knowledge in any seminar or workshop, if such publication is as per the guidelines issued by the Central Government.

5. Sections 3 and 4 not to apply to certain collaborative research projects.—(1) The provisions of sections 3 and 4 shall not apply to collaborative search projects involving transfer or exchange of biological resources or information relating thereto between institutions, including Government sponsored institutions of India, and such institutions in other countries, if such collaborative research projects satisfy the conditions specified in sub-section (3).

(2) All collaborative research projects, other than those referred to in sub-section (1) which are based on agreements concluded before the commencement of this Act and in force shall, to the extent the provisions of agreement are inconsistent with the provisions of this Act or any guidelines issued under clause (a) of sub-section (3), be void.

(3) For the purposes of sub-section (1), collaborative research projects shall—

(a) conform to the policy guidelines issued by the Central Government in this behalf;

(b) be approved by the Central Government.

6. Application for intellectual property rights not to be made without approval of National Biodiversity Authority.—(1) No person shall apply for any intellectual property right, by whatever name called, in or outside India for any invention based on any research or information on a biological resource obtained from India without obtaining the previous approval of the National Biodiversity Authority before making such application:

Provided that if a person applies for a patent, permission of the National Biodiversity Authority may be obtained after the acceptance of the patent but before the sealing of the patent by the patent authority concerned:

Provided further that the National Biodiversity Authority shall dispose of the application for permission made to it within a period of ninety days from the date of receipt thereof.

(2) The National Biodiversity Authority may, while granting the approval under this section, impose benefit sharing fee or royalty or both or impose conditions including the sharing of financial benefits arising out of the commercial utilisation of such rights.

(3) The provisions of this section shall not apply to any person making an application for any right under any law relating to protection of plant varieties enacted by Parliament.

(4) Where any right is granted under law referred to in sub-section (3), the concerned authority granting such right shall endorse a copy of such document granting the right to the National Biodiversity Authority.

7. Prior intimation to State Biodiversity Board for obtaining biological resource for certain purposes.—No person, who is a citizen of India or a body corporate, association or organisation which is registered in India, shall obtain any biological resource for commercial utilisation, or bio-survey and bio-utilisation for commercial utilisation except after giving prior intimation to the State Biodiversity Board concerned:

Provided that the provisions of this section shall not apply to the local people and communities of the area, including growers and cultivators of biodiversity, and *vaids* and *hakims*, who have been practicing indigenous medicine.

CHAPTER III

NATIONAL BIODIVERSITY AUTHORITY

8. Establishment of National Biodiversity Authority.—(1) With effect from such date as the Central Government may, by notification in the Official Gazette, appoint, there shall be established by the Central Government for the purposes of this Act, a body to be called the National Biodiversity Authority.

(2) The National Biodiversity Authority shall be a body corporate by the name aforesaid, having perpetual succession and a common seal, with power to acquire, hold and dispose of property, both movable and immovable, and to contract, and shall by the said name sue and be sued.

(3) The head office of the National Biodiversity Authority shall be at Chennai and the National Biodiversity Authority may, with the previous approval of the Central Government, establish offices at other places in India.

(4) The National Biodiversity Authority shall consist of the following members, namely:—

(a) a Chairperson, who shall be an eminent person having adequate knowledge and experience in the conservation and sustainable use of biological diversity and in matters relating to equitable sharing of benefits, to be appointed by the Central Government;

(b) three *ex officio* members to be appointed by the Central Government, one representing the Ministry dealing with Tribal Affairs and two representing the Ministry dealing with Environment and Forests of whom one shall be the Additional Director General of Forests or the Director General of Forests;

(c) seven *ex officio* members to be appointed by the Central Government to represent respectively the Ministries of the Central Government dealing with—

(i) Agricultural Research and Education;

(ii) Biotechnology;

(iii) Ocean Development;

(iv) Agriculture and Cooperation;

(v) Indian Systems of Medicine and Homoeopathy;

(vi) Science and Technology;

(vii) Scientific and Industrial Research;

(d) five non-official members to be appointed from amongst specialists and scientists having special knowledge of, or experience in, matters relating to conservation of biological diversity, sustainable use of biological resources and equitable sharing of benefits arising out of the use of biological resources, representatives of industry, conservers, creators and knowledge-holders of biological resources.

9. Conditions of service of Chairperson and members.—The term of office and conditions of service of the Chairperson and the other members other than *ex officio* members of the National Biodiversity Authority shall be such as may be prescribed by the Central Government.

10. Chairperson to be Chief Executive of National Biodiversity Authority.—The Chairperson shall be the Chief Executive of the National Biodiversity Authority and shall exercise such powers and perform such duties, as may be prescribed.

11. Removal of members.—The Central Government may remove from the National Biodiversity Authority any member who, in its opinion, has—

(a) been adjudged as an insolvent; or

(b) been convicted of an offence which involves moral turpitude; or

(c) become physically or mentally incapable of acting as a member; or

(d) so abused his position as to render his continuance in office detrimental to the public interest;
or

(e) acquired such financial or other interest as is likely to affect prejudicially his functions as a member.

12. Meetings of National Biodiversity Authority.—(1) The National Biodiversity Authority shall meet at such time and place and shall observe such rules of procedure in regard to the transaction of business at its meetings (including the quorum at its meetings) as may be prescribed.

(2) The Chairperson of the National Biodiversity Authority shall preside at the meetings of the National Biodiversity Authority.

(3) If for any reason the Chairperson is unable to attend any meeting of the National Biodiversity Authority, any member of the National Biodiversity Authority chosen by the members present at the meeting shall preside at the meeting.

(4) All questions which come before any meeting of the National Biodiversity Authority shall be decided by a majority of votes of the members present and voting and in the event of equality of votes, the Chairperson or, in his absence, the person presiding, shall have and exercise a second or casting vote.

(5) Every member who is in any way, whether directly, indirectly or personally, concerned or interested in a matter to be decided at the meeting shall disclose the nature of his concern or interest and after such disclosure, the member concerned or interested shall not attend that meeting.

(6) No act or proceeding of the National Biodiversity Authority shall be invalidated merely by reason of—

(a) any vacancy in, or any defect in the constitution of, the National Biodiversity Authority; or

(b) any defect in the appointment of a person acting as a member; or

(c) any irregularity in the procedure of the National Biodiversity Authority not affecting the merits of the case.

13. Committees of National Biodiversity Authority.—(1) The National Biodiversity Authority may constitute a committee to deal with agro-biodiversity.

Explanation.—For the purposes of this sub-section, “agro-biodiversity” means biological diversity of agriculture related species and their wild relatives.

(2) Without prejudice to the provisions of sub-section (1), the National Biodiversity Authority may constitute such number of committees as it deems fit for the efficient discharge of its duties and performance of its functions under this Act.

(3) A committee constituted under this section shall co-opt such number of persons, who are not the members of the National Biodiversity Authority, as it may think fit and the persons so co-opted shall have the right to attend the meetings of the committee and take part in its proceedings but shall not have the right to vote.

(4) The persons appointed as members of the committee under sub-section (2) shall be entitled to receive such allowances or fees for attending the meetings of the committee as may be fixed by the Central Government.

14. Officers and employees of National Biodiversity Authority.—(1) The National Biodiversity Authority may appoint such officers and other employees as it considers necessary for the efficient discharge of its functions under this Act.

(2) The terms and conditions of service of such officers and other employees of the National Biodiversity Authority shall be such as may be specified by regulations.

15. Authentication of orders and decisions of National Biodiversity Authority.—All orders and decisions of the National Biodiversity Authority shall be authenticated by the signature of the Chairperson or any other member authorised by the National Biodiversity Authority in this behalf and all other

instruments executed by the National Biodiversity Authority shall be authenticated by the signature of an officer of the National Biodiversity Authority authorised by it in this behalf.

16. Delegation of powers.—The National Biodiversity Authority may, by general or special order in writing, delegate to any member, officer of the National Biodiversity Authority or any other person subject to such conditions, if any, as may be specified in the order, such of the powers and functions under this Act (except the power to prefer an appeal under section 50 and the power to make regulations under section 64) as it may deem necessary.

17. Expenses of National Biodiversity Authority to be defrayed out of the Consolidated Fund of India.—The salaries and allowances payable to the members and the administrative expenses of the National Biodiversity Authority including salaries, allowances and pension payable to, or in respect of, the officers and other employees of the National Biodiversity Authority shall be defrayed out of the Consolidated Fund of India.

CHAPTER IV

FUNCTIONS AND POWERS OF THE NATIONAL BIODIVERSITY AUTHORITY

18. Functions and powers of National Biodiversity Authority—(1) It shall be the duty of the National Biodiversity Authority to regulate activities referred to in sections 3, 4 and 6 and by regulations issue guidelines for access to biological resources and for fair and equitable benefit sharing.

(2) The National Biodiversity Authority may grant approval for undertaking any activity referred to in sections 3, 4 and 6.

(3) The National Biodiversity Authority may—

(a) advise the Central Government on matters relating to the conservation of biodiversity, sustainable use of its components and equitable sharing of benefits arising out of the utilisation of biological resources;

(b) advise the State Governments in the selection of areas of biodiversity importance to be notified under sub-section (1) of section 37 as heritage sites and measures for the management of such heritage sites;

(c) perform such other functions as may be necessary to carry out the provisions of this Act.

(4) The National Biodiversity Authority may, on behalf of the Central Government, take any measures necessary to oppose the grant of intellectual property rights in any country outside India on any biological resource obtained from India or knowledge associated with such biological resource which is derived from India.

CHAPTER V

APPROVAL BY THE NATIONAL BIODIVERSITY AUTHORITY

19. Approval by National Biodiversity Authority for undertaking certain activities.—(1) Any person referred to in sub-section (2) of section 3 who intends to obtain any biological resource occurring in India or knowledge associated thereto for research or for commercial utilisation or for bio-survey and bio-utilisation or transfer the results of any research relating to biological resources occurring in, or obtained from, India, shall make application in such form and payment of such fees as may be prescribed, to the National Biodiversity Authority.

(2) Any person who intends to apply for a patent or any other form of intellectual property protection whether in India or outside India referred to in sub-section (1) of section 6, may make an application in such form and in such manner as may be prescribed to the National Biodiversity Authority.

(3) On receipt of an application under sub-section (1) or sub-section (2), the National Biodiversity Authority may, after making such enquiries as it may deem fit and if necessary after consulting an expert committee constituted for this purpose, by order, grant approval subject to any regulations made in this behalf and subject to such terms and conditions as it may deem fit, including the imposition of charges by way of royalty or for reasons to be recorded in writing, reject the application:

Provided that no such order for rejection shall be made without giving an opportunity of being heard to the person affected.

(4) The National Biodiversity Authority shall give public notice of every approval granted by it under this section.

20. Transfer of biological resource or knowledge.—(1) No person who has been granted approval under section 19 shall transfer any biological resource or knowledge associated thereto which is the subject matter of the said approval except with the permission of the National Biodiversity Authority.

(2) Any person who intends to transfer any biological resource or knowledge associated thereto referred to in sub-section (1) shall make an application in such form and in such manner as may be prescribed to the National Biodiversity Authority.

(3) On receipt of an application under sub-section (2), the National Biodiversity Authority may, after making such enquiries as it may deem fit and if necessary after consulting an expert committee constituted for this purpose, by order, grant approval subject to such terms and conditions as it may deem fit, including the imposition of charges by way of royalty or for reasons to be recorded in writing, reject the application:

Provided that no such order for rejection shall be made without giving an opportunity of being heard to the person affected.

(4) The National Biodiversity Authority shall give public notice of every approval granted by it under this section.

21. Determination of equitable benefit sharing by National Biodiversity Authority.—(1) The National Biodiversity Authority shall while granting approvals under section 19 or section 20 ensure that the terms and conditions subject to which approval is granted secures equitable sharing of benefits arising out of the use of accessed biological resources, their by-products, innovations and practices associated with their use and applications and knowledge relating thereto in accordance with mutually agreed terms and conditions between the person applying for such approval, local bodies concerned and the benefit claimers.

(2) The National Biodiversity Authority shall, subject to any regulations made in this behalf, determine the benefit sharing which shall be given effect in all or any of the following manner, namely:—

(a) grant of joint ownership of intellectual property rights to the National Biodiversity Authority, or where benefit claimers are identified, to such benefit claimers;

(b) transfer of technology;

(c) location of production, research and development units in such areas which will facilitate better living standards to the benefit claimers;

(d) association of Indian scientists, benefit claimers and the local people with research and development in biological resources and bio-survey and bio-utilisation;

(e) setting up of venture capital fund for aiding the cause of benefit claimers;

(f) payment of monetary compensation and other non-monetary benefits to the benefit claimers as the National Biodiversity Authority may deem fit.

(3) Where any amount of money is ordered by way of benefit sharing, the National Biodiversity Authority may direct the amount to be deposited in the National Biodiversity Fund:

Provided that where biological resource or knowledge was a result of access from specific individual or group of individuals or organisations, the National Biodiversity Authority may direct that the amount shall be paid directly to such individual or group of individuals or organisations in accordance with the terms of any agreement and in such manner as it deems fit.

(4) For the purposes of this section, the National Biodiversity Authority shall, in consultation with the Central Government, by regulations, frame guidelines.

CHAPTER VI

STATE BIODIVERSITY BOARD

22. Establishment of State Biodiversity Board.—(1) With effect from such date as the State Government may, by notification in the Official Gazette, appoint in this behalf, there shall be established by that Government for the purposes of this Act, a Board for the State to be known as the _____ (name of the State) Biodiversity Board.

(2) Notwithstanding anything contained in this section, no State Biodiversity Board shall be constituted for a Union territory and in relation to a Union territory, the National Biodiversity Authority shall exercise the powers and perform the functions of a State Biodiversity Board for that Union territory:

Provided that in relation to any Union territory, the National Biodiversity Authority may delegate all or any of its powers or functions under this sub-section to such person or group of persons as the Central Government may specify.

(3) The Board shall be a body corporate by the name aforesaid, having perpetual succession and a common seal, with power to acquire, hold and dispose of property, both movable and immovable, and to contract, and shall by the said name sue and be sued.

(4) The Board shall consist of the following members, namely:—

(a) a Chairperson who shall be an eminent person having adequate knowledge and experience in the conservation and sustainable use of biological diversity and in matters relating to equitable sharing of benefits, to be appointed by the State Government;

(b) not more than five *ex officio* members to be appointed by the State Government to represent the concerned Departments of the State Government;

(c) not more than five members to be appointed from amongst experts in matters relating to conservation of biological diversity, sustainable use of biological resources and equitable sharing of benefits arising out of the use of biological resources.

(5) The head office of the State Biodiversity Board shall be at such place as the State Government may, by notification in the Official Gazette, specify.

23. Functions of State Biodiversity Board.—The functions of the State Biodiversity Board shall be to—

(a) advise the State Government, subject to any guidelines issued by the Central Government, on matters relating to the conservation of biodiversity, sustainable use of its components and equitable sharing of the benefits arising out of the utilisation of biological resources;

(b) regulate by granting of approvals or otherwise requests for commercial utilisation or bio-survey and bio-utilisation of any biological resource by Indians;

(c) perform such other functions as may be necessary to carry out the provisions of this Act or as may be prescribed by the State Government.

24. Power of State Biodiversity Board to restrict certain activities violating the objectives of conservation, etc.—(1) Any citizen of India or a body corporate, organisation or association registered in India intending to undertake any activity referred to in section 7 shall give prior intimation in such form as may be prescribed by the State Government to the State Biodiversity Board.

(2) On receipt of an intimation under sub-section (1), the State Biodiversity Board may, in consultation with the local bodies concerned and after making such enquires as it conservation, may deem fit, by order, prohibit or restrict any such activity if it is of opinion that such activity is detrimental or contrary to the objectives of conservation and sustainable use of biodiversity or equitable sharing of benefits arising out of such activity:

Provided that no such order shall be made without giving an opportunity of being heard to the person affected.

(3) Any information given in the form referred to in sub-section (1) for prior intimation shall be kept confidential and shall not be disclosed, either intentionally or unintentionally, to any person not concerned thereto.

25. Provisions of sections 9 to 17 to apply with modifications to State Biodiversity Board.—The provisions of sections 9 to 17 shall apply to a State Biodiversity Board and shall have effect subject to the following modifications, namely:—

(a) references to the Central Government shall be construed as references to the State Government;

(b) references to the National Biodiversity Authority shall be construed as references to the State Biodiversity Board;

(c) reference to the Consolidated Fund of India shall be construed as reference to the Consolidated Fund of the State.

CHAPTER VII

FINANCE, ACCOUNTS AND AUDIT OF NATIONAL BIODIVERSITY AUTHORITY

26. Grants or loans by the Central Government.—The Central Government may, after due appropriation made by Parliament by law in this behalf, pay to the National Biodiversity Authority by way of grants or loans such sums of money as the Central Government may think fit for being utilised for the purposes of this Act.

27. Constitution of National Biodiversity Fund—(1) There shall be constituted a Fund to be called the National Biodiversity Fund and there shall be credited thereto—

(a) any grants and loans made to the National Biodiversity Authority under section 26;

(b) all charges and royalties received by the National Biodiversity Authority under this Act; and

(c) all sums received by the National Biodiversity Authority from such other sources as may be decided upon by the Central Government.

(2) The Fund shall be applied for—

(a) channeling benefits to the benefit claimers;

(b) conservation and promotion of biological resources and development of areas from where such biological resources or knowledge associated thereto has been accessed;

(c) socio-economic development of areas referred to in clause (b) in consultation with the local bodies concerned.

28. Annual report of National Biodiversity Authority.—The National Biodiversity Authority shall prepare, in such form and at such time each financial year as may be prescribed, its annual report, giving a full account of its activities during the previous financial year and furnish, to the Central Government, before such date as may be prescribed, its audited copy of accounts together with auditors report thereon.

29. Budget, accounts and audit.—(1) The National Biodiversity Authority shall prepare a budget, maintain proper accounts and other relevant records (including the accounts and other relevant records of the National Biodiversity Fund) and prepare an annual statement of account in such form as may be prescribed by the Central Government in consultation with the Comptroller and Auditor-General of India.

(2) The accounts of the National Biodiversity Authority shall be audited by the Comptroller and Auditor-General of India at such intervals as may be specified by him and any expenditure incurred in connection with such audit shall be payable by the National Biodiversity Authority to the Comptroller and Auditor-General of India.

(3) The Comptroller and Auditor-General of India and any other person appointed by him in connection with the audit of the accounts of the National Biodiversity Authority shall have the same rights and privileges and authority in connection with such audit as the Comptroller and Auditor-General generally has in connection with the audit of the Government accounts and, in particular, shall have the

right to demand the production of books, accounts, connected vouchers and other documents and papers and to inspect any of the offices of the National Biodiversity Authority.

(4) The accounts of the National Biodiversity Authority as certified by the Comptroller and Auditor-General of India or any other person appointed by him in this behalf together with the audit report there on shall be forwarded annually to the Central Government.

30. Annual report to be laid before parliament.—The Central Government shall cause the annual report and auditor's report to be laid, as soon as may be after they are received, before each House of Parliament.

CHAPTER VIII

FINANCE, ACCOUNTS AND AUDIT OF STATE BIODIVERSITY BOARD

31. Grants of money by State Government to State Biodiversity Board.—The State Government may, after due appropriation made by the State Legislature by law in this behalf, pay to the State Biodiversity Board by way of grants or loans such sums of money as the State Government may think fit for being utilised for the purposes of this Act.

32. Constitution of State Biodiversity Fund.—(1) There shall be constituted a Fund to be called the State Biodiversity Fund and there shall be credited thereto—

(a) any grants and loans made to the State Biodiversity Board under section 31;

(b) any grants or loans made by the National Biodiversity Authority;

(c) all sums received by the State Biodiversity Board from such other sources as may be decided upon by the State Government.

(2) The State Biodiversity Fund shall be applied for—

(a) the management and conservation of heritage sites;

(b) compensating or rehabilitating any section of the people economically affected by notification under sub-section (1) of section 37;

(c) conservation and promotion of biological resources;

(d) socio-economic development of areas from where such biological resources or knowledge associated thereto has been accessed subject to any order made under section 24, in consultation with the local bodies concerned;

(e) meeting the expenses incurred for the purposes authorised by this Act.

33. Annual report of State Biodiversity Board.—The State Biodiversity Board shall prepare, in such form and at such time in each financial year as may be prescribed, its annual report, giving a full account of its activities during the previous financial year, and submit a copy thereof to the State Government.

34. Audit of accounts of State Biodiversity Board.—The accounts of the State Biodiversity Board shall be maintained and audited in such manner as may, in consultation with the Accountant-General of the State, be prescribed and the State Biodiversity Board shall furnish, to the State Government, before such date as may be prescribed, its audited copy of accounts together with auditor's report thereon.

35. Annual report of State Biodiversity Board to be laid before State Legislature.—The State Government shall cause the annual report and auditor's report to be laid, as soon as may be after they are received, before the House of State Legislature.

CHAPTER IX

DUTIES OF THE CENTRAL AND THE STATE GOVERNMENTS

36. Central Government to develop National strategies plans, etc., for conservation, etc., of biological diversity.—(1) The Central Government shall develop national strategies, plans, programmes for the conservation and promotion and sustainable use of biological diversity including measures for identification and monitoring of areas rich in biological resources, promotion of *in situ*, and *ex situ*,

conservation of biological resources, incentives for research, training and public education to increase awareness with respect to biodiversity.

(2) Where the Central Government has reason to believe that any area rich in biological diversity, biological resources and their habitats is being threatened by overuse, abuse or neglect, it shall issue directives to the concerned State Government to take immediate ameliorative measures, offering such State Government any technical and other assistance that is possible to be provided or needed.

(3) The Central Government shall, as far as practicable wherever it deems appropriate, integrate the conservation, promotion and sustainable use of biological diversity into relevant sectoral or cross-sectoral plans, programmes and policies.

(4) The Central Government shall undertake measures,—

(i) wherever necessary, for assessment of environmental impact of that project which is likely to have adverse effect on biological diversity, with a view to avoid or minimise such effects and where appropriate provide for public participation in such assessment;

(ii) to regulate, manage or control the risks associated with the use and release of living modified organisms resulting from biotechnology likely to have adverse impact on the conservation and sustainable use of biological diversity and human health.

(5) The Central Government shall endeavour to respect and protect the knowledge of local people relating to biological diversity, as recommended by the National Biodiversity Authority through such measures, which may include registration of such knowledge at the local, State or national levels, and other measures for protection, including *sui generis* system.

Explanation.—For the purposes of this section,—

(a) “*ex situ* conservation” means the conservation of components of biological diversity outside their natural habitats;

(b) “*in situ* conservation” means the conservation of ecosystems and natural habitats and the maintenance and recovery of viable populations of species in their natural surroundings and, in the case of domesticated or cultivated species, in the surroundings where they have developed their distinctive properties.

37. Biodiversity heritage sites.—(1) Without prejudice to any other law for the time being in force, the State Government may, from time to time in consultation with the local bodies, notify in the Official Gazette, areas of biodiversity importance as biodiversity heritage sites under this Act.

(2) The State Government, in consultation with the Central Government, may frame rules for the management and conservation of all the heritage sites.

(3) The State Government shall frame schemes for compensating or rehabilitating any person or section of people economically affected by such notification.

38. Power of Central Government to notify threatened species.—Without prejudice to the provisions of any other law for the time being in force, the Central Government, in consultation with the concerned State Government, may from time to time notify any species which is on the verge of extinction or likely to become extinct in the near future as a threatened species and prohibit or regulate collection thereof for any purpose and take appropriate steps to rehabilitate and preserve those species.

39. Power of Central Government to designate repositories.—(1) The Central Government may, in consultation with the National Biodiversity Authority, designate institutions as repositories under this Act for different categories of biological resources.

(2) The repositories shall keep in safe custody the biological material including voucher specimens deposited with them.

(3) Any new tax on discovered by any person shall be notified to the repositories or any institution designated for this purpose and he shall deposit the voucher specimens with such repository or institution.

40. Power of Central Government to exempt certain biological resources.—Notwithstanding anything contained in this Act, the Central Government may, in consultation with the National

Biodiversity Authority, by notification in the Official Gazette, declare that the provisions of this Act shall not apply to any items, including biological resources normally traded as commodities.

CHAPTER X

BIODIVERSITY MANAGEMENT COMMITTEES

41. Constitution of Biodiversity Management Committee.—(1) Every local body shall constitute a Biodiversity Management Committee within its area for the purpose of promoting conservation, sustainable use and documentation of biological diversity including preservation of habitats, conservation of land races, folk varieties and cultivars, domesticated stocks and breeds of animals and microorganisms and chronicling of knowledge relating to biological diversity.

Explanation.—For the purposes of this sub-section,—

(a) “cultivar” means a variety of plant that has originated and persisted under cultivation or was specifically bred for the purpose of cultivation;

(b) “folk variety” means a cultivated variety of plant that was developed, grown and exchanged informally among farmers;

(c) “landrace” means primitive cultivar that was grown by ancient farmers and their successors.

(2) The National Biodiversity Authority and the State Biodiversity Boards shall consult the Biodiversity Management Committees while taking any decision relating to the use of biological resources and knowledge associated with such resources occurring within the territorial jurisdiction of the Biodiversity Management Committee.

(3) The Biodiversity Management Committees may levy charges by way of collection fees from any person for accessing or collecting any biological resource for commercial purposes from areas falling within its territorial jurisdiction.

CHAPTER XI

LOCAL BIODIVERSITY FUND

42. Grants to Local Biodiversity Fund.—The State Government may, after due appropriation made by State Legislature by law in this behalf, pay to the Local Biodiversity Funds by way of grants or loans such sums of money as the State Government may think fit for being utilised for the purposes of this Act.

43. Constitution of Local Biodiversity Fund.—(1) There shall be constituted a Fund to be called the Local Biodiversity Fund at every area notified by the State Government where any institution of self-government is functioning and there shall be credited thereto—

(a) any grants and loans made under section 42;

(b) any grants or loans made by the National Biodiversity Authority;

(c) any grants or loans made by the State Biodiversity Boards;

(d) fees referred to in sub-section (3) of section 41 received by the Biodiversity Management Committees;

(e) all sums received by the Local Biodiversity Fund from such other sources as may be decided upon by the State Government.

44. Application of Local Biodiversity Fund.—(1) Subject to the provisions of sub-section (2), the management and the custody of the Local Biodiversity Fund and the purposes for which such Fund shall be applied, be in the manner as may be prescribed by the State Government.

(2) The Fund shall be used for conservation and promotion of biodiversity in the areas falling within the jurisdiction of the concerned local body and for the benefit of the community in so far such use is consistent with conservation of biodiversity.

45. Annual report of Biodiversity Management Committees.—The person holding the custody of the Local Biodiversity Fund shall prepare, in such form and during each financial year at such time as

may be prescribed, its annual report, giving a full account of its activities during the previous financial year, and submit a copy thereof to the concerned local body.

46. Audit of accounts of Biodiversity Management Committees.—The accounts of the Local Biodiversity Fund shall be maintained and audited in such manner as may, in consultation with the Accountant-General of the State, be prescribed and the person holding the custody of the Local Biodiversity Fund shall furnish, to the concerned local body, before such date as may be prescribed, its audited copy of accounts together with auditor's report thereon.

47. Annual report, etc., of the Biodiversity Management Committee to be submitted to District Magistrate.—Every local body constituting a Biodiversity Management Committee under sub-section (1) of section 41, shall cause, the annual report and audited copy of accounts together with auditor's report thereon referred to in sections 45 and 46, respectively and relating to such Committee to be submitted to the District Magistrate having jurisdiction over the area of the local body.

CHAPTER XII

MISCELLANEOUS

48. National Biodiversity Authority to be bound by the directions given by Central Government.—(1) Without prejudice to the foregoing provisions of this Act, the National Biodiversity Authority shall, in the discharge of its functions and duties under this Act, be bound by such directions on questions of policy as the Central Government may give in writing to it from time to time:

Provided that the National Biodiversity Authority shall, as far as practicable, be given opportunity to express its views before any direction is given under this sub-section.

(2) The decision of the Central Government whether a question is one of policy or not shall be final.

49. Power of State Government to give directions.—(1) Without prejudice to the foregoing provisions of this Act, the State Biodiversity Board shall, in the discharge of its functions and duties under this Act, be bound by such directions on questions of policy as the State Government may give in writing to it from time to time:

Provided that the State Biodiversity Board shall, as far as practicable, be given an opportunity to express its views before any direction is given under this sub-section.

(2) The decision of the State Government whether a question is one of policy or not shall be final.

50. Settlement of disputes between State Biodiversity Boards.—(1) If a dispute arises between the National Biodiversity Authority and a State Biodiversity Board, the said Authority or the Board, as the case may be, may prefer an appeal to the Central Government within such time as may be prescribed.

(2) Every appeal made under sub-section (1) shall be in such form as may be prescribed by the Central Government.

(3) The procedure for disposing of an appeal shall be such as may be prescribed by the Central Government:

Provided that before disposing of an appeal, the parties shall be given a reasonable opportunity of being heard.

(4) If a dispute arises between the State Biodiversity Boards, the Central Government shall refer the same to the National Biodiversity Authority.

(5) While adjudicating any dispute under sub-section (4), the National Biodiversity Authority shall be guided by the principles of natural justice and shall follow such procedure as may be prescribed by the Central Government.

(6) The National Biodiversity Authority shall have, for the purposes of discharging its functions under this section, the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 (5 of 1908) in respect of the following matters, namely:—

(a) summoning and enforcing the attendance of any person and examining him on oath;

(b) requiring the discovery and production of documents;

- (c) receiving evidence on affidavits;
- (d) issuing commissions for the examination of witnesses or documents;
- (e) reviewing its decisions;
- (f) dismissing an application for default or deciding it *ex parte*;
- (g) setting aside any order of dismissal of any application for default or any order passed by it *ex parte*;
- (h) any other matter which may be prescribed.

(7) Every proceeding before the National Biodiversity Authority shall be deemed to be a judicial proceeding within the meaning of sections 193 and 228, and for the purpose of section 196, of the Indian Penal Code (45 of 1860) and the National Biodiversity Authority shall be deemed to be a civil court for all the purposes of section 195 and Chapter XXV1 of the Code of Criminal Procedure, 1973 (2 of 1974).

51. Members, officers, etc., of National Biodiversity Authority and State Biodiversity Board deemed to be public servants.—All members, officers and other employees of the National Biodiversity Authority or the State Biodiversity Board shall be deemed, when acting or purporting to act in pursuance of any of the provisions of this Act, to be public servants within the meaning of section 21 of the Indian Penal Code (45 of 1860).

52. Appeal.—Any person, aggrieved by any determination of benefit sharing or order of the National Biodiversity Authority or a State Biodiversity Board under this Act, may file an appeal to the High Court within thirty days from the date of communication to him, of the determination or order of the National Biodiversity Authority or the State Biodiversity Board, as the case may be:

Provided that the High Court may, if it is satisfied that the appellant was prevented by sufficient cause from filing the appeal within the said period, allow it to be filed within a further period not exceeding sixty days.

¹[Provided further that nothing contained in this section shall apply on and from the commencement of the National Green Tribunal Act, 2010 (19 of 2010):

Provided also that any appeal pending before the High Court, before the commencement of the National Green Tribunal Act, 2010 (19 of 2010), shall continue to be heard and disposed of by the High Court as if the National Green Tribunal had not been established under section 3 of the National Green Tribunal Act, 2010.]

¹[**52A. Appeal to National Green Tribunal.**—Any person aggrieved by any determination of benefit sharing or order of the National Biodiversity Authority or a State Biodiversity Board under this Act, on or after the commencement of the National Green Tribunal Act, 2010 (19 of 2010), may file an appeal to the National Green Tribunal establishment under section 3 of the National Green Tribunal Act, 2010, in accordance with the provisions of that Act.]

53. Execution of determination or order.—Every determination of benefit sharing or order made by the National Biodiversity Authority or a State Biodiversity Board under this Act or the order made by the High Court in any appeal against any determination or order of the National Biodiversity Authority or a State Biodiversity Board shall, on a certificate issued by any officer of the National Biodiversity Authority or a State Biodiversity Board or the Registrar of the High Court, as the case may be, be deemed to be decree of the civil court and shall be executable in the same manner as a decree of that court.

Explanation.—For the purposes of this section and section 52, the expression “State Biodiversity Board” includes the person or group of persons to whom the powers or functions under sub-section (2) of section 22 have been delegated under the proviso to that sub-section and the certificate relating to such person or group of persons under this section shall be issued by such person or group of persons, as the case may be.

54. Protection of action taken in good faith.—No suit, prosecution or other legal proceedings shall lie against the Central Government or the State Government or any officer of the Central Government or State Government or any member, officer or employee of the National Biodiversity Authority or the

1. Ins. by Act of 19 of 2010, s. 36 and Schedule III (w. e. f. 18-10-2010).

State Biodiversity Board for anything which is in good faith done or intended to be done under this Act or the rules or regulations made thereunder.

55. Penalties.—(1) Whoever contravenes or attempts to contravene or abets the contravention of the provisions of section 3 or section 4 or section 6 shall be punishable with imprisonment for a term which may extend to five years, or with fine which may extend to ten lakh rupees and where the damage caused exceeds ten lakh rupees such fine may commensurate with the damage caused, or with both.

(2) Whoever contravenes or attempts to contravene or abets the contravention of the provisions of section 7 or any order made under sub-section (2) of section 24 shall be punishable with imprisonment for a term which may extend to three years, or with fine which may extend to five lakh rupees, or with both.

56. Penalty for contravention of directions or orders of Central Government, State Government, National Biodiversity Authority and State Biodiversity Boards.—If any person contravenes any direction given or order made by the Central Government, the State Government, the National Biodiversity Authority or the State Biodiversity Board for which no punishment has been separately provided under this Act, he shall be punished with a fine which may extend to one lakh rupees and in case of a second or subsequent offence, with fine which may extend to two lakh rupees and in the case of continuous contravention with additional fine which may extend to two lakh rupees every day during which the default continues.

57. Offences by companies—(1) Where an offence or contravention under this Act has been committed by a company, every person who at the time the offence or contravention was committed was in charge of, and was responsible to, the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the offence or contravention and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable to any punishment provided in this Act, if he proves that the offence or contravention was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence or contravention.

(2) Notwithstanding anything contained in sub-section (1), where an offence or contravention under this Act has been committed by a company and it is proved that the offence or contravention has been committed with the consent or connivance of, or is attributable to, any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of the offence or contravention and shall be liable to be proceeded against and punished accordingly.

Explanation.—For the purposes of this section,—

(a) “company” means any body corporate and includes a firm or other association of individuals; and

(b) “director”, in relation to a firm, means a partner in the firm.

58. Offences to be cognizable and non-bailable.—The offences under this Act shall be cognizable and non-bailable.

59. Act to have effect in addition to other Acts.—The provisions of this Act shall be in addition to, and not in derogation of, the provisions in any other law, for the time being in force, relating to forests or wildlife.

60. Power of Central Government to give directions to State Government.—The Central Government may give directions to any State Government as to the carrying into execution in the State of any of the provisions of this Act or of any rule or regulation or order made thereunder.

61. Cognizance of offences.—No Court shall take cognizance of any offence under this Act except on a complaint made by—

(a) the Central Government or any authority or officer authorised in this behalf by that Government; or

(b) any benefit claimer who has given notice of not less than thirty days in the prescribed manner, of such offence and of his intention to make a complaint, to the Central Government or the authority or officer authorised as aforesaid.

62. Power of Central Government to make rules.—(1) The Central Government may, by notification in the Official Gazette, make rules for carrying out the purposes of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:—

(a) terms and conditions of service of the Chairperson and members under section 9;

(b) powers and duties of the Chairperson under section 10;

(c) procedure under sub-section (1) of section 12 in regard to transaction of business at meetings;

(d) form of application and payment of fees for undertaking certain activities under sub-section (1) of section 19;

(e) the form and manner of making an application under sub-section (2) of section 19;

(f) form of application and the manner for transfer of biological resource or knowledge under sub-section (2) of section 20;

(g) form in which, and the time of each financial year at which, the annual report of the National Biodiversity Authority shall be prepared and the date before which its audited copy of accounts together with auditor's report thereon shall be furnished under section 28;

(h) form in which the annual statement of account shall be prepared under sub-section (1) of section 29;

(i) the time within which and the form in which, an appeal may be preferred, the procedure for disposing of an appeal and the procedure for adjudication, under section 50;

(j) the additional matter in which the National Biodiversity Authority may exercise powers of the civil court under clause (h) of sub-section (6) of section 50;

(k) the manner of giving notice under clause (b) of section 61;

(l) any other matter which is to be, or may be, prescribed, or in respect of which provision is to be made, by rules.

(3) Every rule made under this section and every regulation made under this Act shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session or a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule or regulation or both Houses agree that the rule or regulation should not be made, the rule or regulation shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule or regulation.

63. Power of State Government to make rules.—(1) The State Government may, by notification in the Official Gazette, make rules for carrying out the purposes of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:—

(a) the other functions to be performed by the State Biodiversity Board under clause (c) of section 23;

(b) the form in which the prior intimation shall be given under sub-section (1) of section 24;

(c) the form in which, and the time of each financial year at which, the annual report shall be prepared under section 33;

(d) the manner of maintaining and auditing the accounts of the State Biodiversity Board and the date before which its audited copy of the accounts together with auditor's report thereon shall be furnished under section 34;

(e) management and conservation of national heritage sites under section 37;

(f) the manner of management and custody of the Local Biodiversity Fund and the purposes for which such Fund shall be applied under sub-section (1) of section 44;

(g) the form of annual report and the time at which such report shall be prepared during each financial year under section 45;

(h) the manner of maintaining and auditing the accounts of the Local Biodiversity Fund and the date before which its audited copy of the accounts together with auditor's report thereon shall be furnished under section 46;

(i) any other matter which is to be, or may be, specified.

(3) Every rule made by the State Government under this section shall be laid, as soon as may be after it is made, before each House of the State Legislature where it consists of two Houses, or where such Legislature consists of one House, before that House.

64. Power to make regulations.—The National Biodiversity Authority shall, with the previous approval of the Central Government, by notification in the Official Gazette, make regulations for carrying out the purposes of this Act.

65. Power to remove difficulties.—(1) If any difficulty arises in giving effect to the provisions of this Act, the Central Government may, by order, not inconsistent with the provisions of this Act, remove the difficulty:

Provided that no such order shall be made after the expiry of a period of two years from the commencement of this Act.

(2) Every order made under this section shall be laid, as soon as may be, after it is made, before each House of Parliament.

The Gazette of India

EXTRAORDINARY

PART II – Section 3- Sub-section (i)

PUBLISHED BY AUTHORITY

MINISTRY OF ENVIRONMENT AND FORESTS

NOTIFICATION

New Delhi, Thursday, April 15, 2004

G.S.R. 261 (E) - In exercise of the powers conferred by section 62 of the Biological Diversity Act , 2002, and in supersession of the National Biodiversity Authority (salary, Allowances and conditions of service of Chairperson and other Members) Rules, 2003 except as respect to things done or omitted to be done before such supersession, the Central Government hereby makes the following rules namely:-

1. Short title and commencement

- (1) These rules may be called the Biological Diversity Rules, 2004.
- (2) Thus shall come into force on 15th April, 2004.

2. Definitions

In these rules, unless the context otherwise requires, -

- (a) "Act" means the Biological Diversity Act 2002 (18 of 2003);
- (b) "Authority" means the National Biodiversity Authority established under sub- section (1) of Section 8,
- (c) "Biodiversity Management Committee" means a Biodiversity Management Committee established by a local body under sub-section (1) of Section 41;
- (d) "Chairperson" means the chairperson of the National Biodiversity Authority or as the case may be, of the State Biodiversity Board.
- (e) "fee" means any fee stipulated in the Schedule;
- (f) "Form" means form annexed to these rules;
- (g) "Member" means a member of the National Biodiversity Authority or a State Biodiversity Board and includes the chairperson as the case may be;
- (h) "section" means a section of the Act;
- (i) "Secretary" means the full time Secretary of the Authority.
- (j) words and expressions used but not defined in these rules and defined in the Act shall have the meaning respectively assigned to them in the Act.

3. Manner of selection and appointment of the Chairperson

- (1) The Chairperson of the Authority shall be appointed by the Central Government.
- (2) Every appointment of Chairperson under sub-section (1) shall be made either on deputation basis or by selection from outside the Central Government. In case the appointment is through deputation, the applicant should not be below the rank of Additional Secretary to the Government of India.

4. Term of Office of the Chairperson

- (1) The Chairperson of the Authority shall hold the office for a term of three years' and shall be eligible for re-appointment,
- (2) Provided that no Chairperson shall hold office as such after he attains the age of sixty five years or his term of office expires which is earlier.

- (3) The Chairperson may resign from his office by giving at least one month notice in writing to the Central Government.

5. Pay and Allowances of Chairperson :-

- (1) A Chairperson shall be entitled to a fixed pay of Rs. 26,000/- per month. In case of retired person is appointed as Chairperson, his pay shall be fixed in accordance with the orders of the Central Government as applicable to such persons. .
- (2) A Chairperson shall be entitled to such allowances, leave, pension, provident fund, house and other perquisites etc. to be decided by the Central Government from time to time.

6. Term of Office and Allowances of non-official Members. -

- (1) Every non-official member of the Authority shall hold his office for a term not exceeding three years at a time from the date of publication of his appointment in the official Gazette.
- (2) Every non-official member attending the meeting of the Authority shall be entitled to sitting allowance, travelling expenses, daily allowance and such other allowances as are applicable to non-official member of commissions and committees of the Central Government attending the meeting (s) of such Commissions or Committees.

7. Filling up of vacancies of non-official members

- (1) A non-official member of the Authority may resign his office at any time by giving in writing under his hand addressed to the Central Government and the seat of that member in the Authority shall become vacant.
- (2) A casual vacancy of a non-official member in the Authority shall be filled up by a fresh nomination and the person nominated to fill the vacancy shall hold office only for the remainder of the term of the member in whose place he was nominated.

8. Removal of the members of the Authority.

No member of the Authority shall be removed from his office on any ground specified in section 11, without a due and proper enquiry by an officer not below the rank of a Secretary to the Government of India appointed by the Central Government and without giving such member a reasonable opportunity of being heard.

9. Secretary of the Authority

- (1) The Authority shall appoint a Secretary to it.
- (2) The terms and conditions of the appointment of the Secretary shall be determined by the Authority by regulation.
- (3) The Secretary shall be responsible for co-coordinating and convening the meetings of the Authority, maintenance of the records of the proceedings of the Authority and such other matters as may be assigned to him by the Authority.

10. Meetings of the Authority

- (1) The Authority shall meet at least four times in a year normally after a period of three months at the Head quarters of the Authority or at such place as may be decided by the Chairperson.
- (2) The Chairperson shall, upon a written request from not less than five Members of the Authority or upon a direction of the Central Government, call a special meeting of the Authority.
- (3) The members shall be given at least fifteen days' notice for holding an ordinary meeting and atleast three days' notice for holding a special meeting specifying the purpose, the time and the place at which such meeting is to be held.

- (4) Every meeting shall be presided over by the Chairperson and in his absence, by a presiding officer to be elected by the members present from amongst themselves.
- (5) The decision of the Authority at a meeting shall, if necessary, be taken by a simple majority of the Members present and voting and the Chairperson or in his absence, the Member presiding shall have a second or casting vote.
- (6) Each member shall have one vote.
- (7) The quorum at every meeting of the Authority shall be five.
- (8) No Member shall be entitled to bring forward for the consideration of a meeting any matter of which he has not given ten days' notice unless the Chairperson in his discretion permits him to do so.
- (9) Notice of the meeting may be given to the Members by delivering the same by messenger or sending it by registered post to his last known place of residence or business or in such other manner as the Secretary of the Authority may, in the circumstances of the case, think fit.

11. Appointment of Expert Committee by the Authority and their entitlements :-

- (1) The Authority may constitute any number of Committees for such purposes as it may deem fit consisting wholly of members or wholly of other persons or partly of members or partly of other persons.
- (2) The members of the Committee other than the members of the Authority shall be paid such fees and allowances for attending the meetings as the Authority may deem fit.

12. General functions of the Authority :-

The Authority may perform the following functions; namely :-

- (i) lay down the procedure and guidelines to govern the activities provided under sections 3 ,4 and 6 ;
- (ii) advise the Central Government on any matter concerning conservation of bio-diversity, sustainable use of its components and fair and equitable sharing of benefits arising out of the use of biological resource and knowledge;
- (iii) coordinate the activities of the State Bio-diversity Boards;
- (iv) provide technical assistance and guidance to the State Bio-diversity Boards;
- (v) commission studies and sponsor investigations and research;
- (vi) engage consultants, for a specific period, not exceeding three years, for providing technical assistance to the Authority in the effective discharge of its functions:

Provided that if it is necessary and expedient to engage any consultant beyond the period of three years, the Authority shall seek prior approval of the Central Government for such an engagement.

- (vii) collect, compile and publish technical and statistical data, manuals, codes or guides relating to conservation of bio-diversity, sustainable use of its components and fair and equitable sharing of benefits arising out of the use of biological resource and knowledge;
- (viii) organise through mass media a comprehensive programme regarding conservation of bio-diversity, sustainable use of its components and fair and equitable sharing of benefits arising out of the use of biological resource and knowledge.
- (ix) plan and organise training of personnel engaged or likely to be engaged in programmes for the conservation of bio-diversity and sustainable use of its components;

- (x) prepare the annual Budget of the Authority incorporating its own receipts as also the devaluation from the Central Government provided that the allocation by the Central Government shall be operated in accordance with the budget provisions approved by the Central Government;
- (xi) recommend creation of posts to the Central Government, for effective discharge of the functions by the Authority and to create such posts, provided that no such post whether permanent/ temporary or of any nature, would be created without prior approval of the Central Government;
- (xii) approve the method of recruitment to the officers and servants of the Authority;
- (xiii) take steps to build up data base and to create information and documentation system for biological resources and associated traditional knowledge through bio-diversity registers and electronics data bases, to ensure effective management, promotion and sustainable uses;
- (xiv) give directions to State Bio-diversity Boards and the Bio-diversity Management Committees in writing for effective implementation of the Act ;
- (xv) report to the Central Government about the functioning of the Authority and implementation of the Act ;
- (xvi) recommend, modify, collection of benefit sharing fee under sub section (1) of Section 6 or Changes of royalties under sub-section (2) of section 19 in respect of biological resources from time to time ;
- (xvii) sanction grants-in-aid and grants to the State Bio-diversity Board and Bio-diversity Management Committees for specific purposes;
- (xviii) undertake physical inspection of any area in connection with the implementation of the Act ;
- (xix) take necessary measures including appointment of legal experts to oppose grant of intellectual property right in any country outside India on any biological resource and associated knowledge obtained from India in an illegal manner;
- (xx) do such other functions as may be assigned or directed by the Central Government from time to time.

13. Powers and duties of Chairperson

- (1) The Chairperson shall have the overall control of the day- to -day activities of the Authority.
- (2) Subject to the provisions of Section 10, the Chairperson shall have the powers of general superintendence over the officers and staff of the Authority and he may issue necessary directions for the conduct and management of the affairs of the Authority.
- (3) The Chairperson shall be In charge of all the confidential papers and records of the Authority and shall be responsible for their safe custody.
- (4) All orders and instructions to be issued by the Authority shall be under the signature of the Chairperson or of any other officer authorized by the Chairperson in this behalf.
- (5) The Chairperson, either himself or through an officer of the authority authorized for the purpose, may sanction and disburse all payments against the approved budget.
- (6) The Chairperson shall have full powers for granting administrative and technical sanction to all estimates.
- (7) The Chairperson shall convene and preside over all the meetings of the Authority and shall ensure that all decisions taken by the Authority are implemented in proper manner.
- (8) The Chairperson shall exercise such other powers and perform such other functions as may be delegated to him from time to time by the Authority or the Central Government.

14. Procedure for access to biological resources and associated traditional knowledge

- (1) Any person seeking approval of the Authority for access to biological resources and associated knowledge for research or for commercial utilization shall make an application in Form I.

- (2) Every application under sub-rule (1) shall be accompanied by a fee of ten thousand rupees in the form of a cheque or demand draft drawn in favour of the Authority.
- (3) The Authority shall after consultation with the concerned local bodies and collecting such additional information from the applicant and other sources, as it may deem necessary, dispose of the application, as far as possible, within a period of six months from the date of its receipts.
- (4) On being satisfied with the merit of the application, the Authority may grant the approval for access to biological resources and associated knowledge subject to such term and conditions as it may deem fit to impose.
- (5) The approval to access shall be in the form of a written agreement duly signed by an authorized officer of the Authority and the applicant.
- (6) The form of the agreement referred to in sub-rule (5) shall be laid down by the Authority and shall include the following ; namely :-
 - (i) general objectives and purpose of the application for seeking approval ;
 - (ii) description of the biological resources and traditional knowledge including accompanying information;
 - (iii) intended uses of the biological resources (research, breeding, commercial utilization etc.)
 - (iv) conditions under which the applicant may seek intellectual property rights;
 - (v) quantum of monetary and other incidental benefits. If need be, a commitment to enter into a fresh agreement particularly in case if the biological material is taken for research purposes and later on sought to be used for commercial purposes, and also in case of any other change in use thereof subsequently.
 - (vi) restriction to transfer the accessed biological resources and the traditional knowledge to any third party without prior approval of Authority;
 - (vii) to adhere to a limit set by the Authority on the quantity and specification of the quality of the biological resources for which the applicant is seeking access;
 - (viii) guarantee to deposit a reference sample of the biological material sought to be accessed with the repositories identified in Section 39;
 - (ix) submitting to the Authority a regular status report of research and other developments;
 - (x) commitment to abide with the provisions of Act and rules and other related legislations in force in the country ;
 - (xi) commitment to facilitate measures for conservation and sustainable use of biological resources accessed ;
 - (xii) commitment to minimize environmental impacts of collecting activities ;
 - (xiii) legal provisions such as duration of the agreement, notice to terminate the agreement, independent enforceability of individual clauses, provision to the extent that obligations in benefit sharing clauses survive the termination of the agreement, events limiting liability (natural calamities), arbitration, any confidentiality clause.
- (7) The conditions for access may specifically provide measures for conservation and protection of biological resources to which the access is being granted.
- (8) The Authority may for reasons to be recorded in writing reject an application if it considers that the request cannot be acceded to.
- (9) No application shall be rejected unless the applicant is given a reasonable opportunity of being heard.
- (10) The Authority shall take steps to widely publicize the approvals granted, through print or electronic media and shall periodically monitor compliance of conditions on which the approval was accorded.

15. Revocation of access or approval . -

- (1) The Authority may either on the basis of any complaint or *suo moto* withdraw the approval granted for access under rule 15 and revoke the written agreement under the following conditions ; namely:-
 - (i) on the basis of reasonable belief that the person to whom the approval was granted has violated any of the provisions of the Act or the condition on which the approval was granted ;

- (ii) when the person who has been granted approval has failed to comply with the terms of the agreement ;
 - (iii) on failure to comply with any of the conditions of access granted;
 - (iv) on account of overriding public interest or for protection of environment and conservation of biological diversity;
- (2) The Authority shall send a copy of every order of revocation issued by it to the concerned State Biodiversity Board and the Biodiversity Management Committees for prohibiting the access and also to assess the damage, if any, caused and take steps to recover the damage.

16. Restriction on activities related to access to biological resources. -

- (1) The Authority if it deems necessary and appropriate shall take the steps to restrict or prohibit the request for access to biological resources for the following reasons ; namely :-
- (i) the request for access is for any endangered taxa ;
 - (ii) the request for access is for any endemic and rare species;
 - (iii) the request for access may likely to result in adverse effect on the livelihoods of the local people;
 - (iv) the request to access may result in adverse environmental impact which may be difficult to control and mitigate;
 - (v) the request for access may cause genetic erosion or affecting the ecosystem function;
 - (vi) use of resources for purposes contrary to national interest and other related international agreements entered into by India.

17. Procedure for seeking approval for transferring results of research.-

- (1) Any person desirous of transferring results of research relating to biological resources obtained from India for monetary consideration to foreign nationals, companies and Non Resident Indians (NRIs), shall make an application to the Authority in the Form II.
- (2) Every application under sub-rule (i) shall be accompanied by a fee of five thousand rupees in the form of a Bank draft or Cheque drawn in favour of the Authority.
- (3) Every application under sub-rule (i) shall be decided upon by the Authority, as far as possible within a period of three months from the receipt of the same.
- (4) On being satisfied that the applicant has fulfilled all the requirements, the Authority may grant the approval for transferring the results of research subject to such terms and conditions as it may deem fit to impose in each case.
- (5) The approval for transfer shall be granted in the form of a written agreement duly signed by an authorized officer of the Authority and the applicant. The form of the agreement shall be such as may be decided by the Authority.
- (6) The Authority may for reasons to be recorded in writing reject an application if it considers that the application cannot be allowed;
Provided that the application shall be rejected unless the applicant has been given a reasonable opportunity of being heard.

18. Procedure for seeking prior approval before applying for intellectual property protection. -

- (1) Any person desirous of applying for a patent or any other intellectual property based on research on biological material and knowledge obtained from India shall make an application in Form III.
- (2) Every application under sub-rule (1) shall be accompanied by paying a fee of five hundred rupees.
- (3) The Authority after due appraisal of the application and after collecting any additional information, on the basis of merit shall decide on the application, as far as possible within a period of three months of receipt of the same.

- (4) On being satisfied that the applicant has fulfilled all the necessary requirements, the Authority may grant approval for applying for a patent or any other IPR subject to such terms and conditions as it may deem fit to impose in each case.
- (5) The approval shall be granted in the form of a written agreement duly signed by an authorized officer of the Authority and the applicant. The form of the agreement may be decided by the Authority.
- (6) The Authority may reject the application if it considers that the request cannot be acceded to after recording the reasons. Before passing order of rejection, the applicant shall be given an opportunity of hearing.

19. Procedure for third party transfer under sub-section (2) of Section 20.-

- (1) The persons who have been granted approval for access to biological resources and associated knowledge, intend to transfer the accessed biological resource or knowledge to any other person or organization shall make an application to the Authority in Form IV.
- (2) Every application under sub-rule (1) shall be accompanied by a fee of ten thousand rupees in the form of Bank draft or cheque drawn in favour of the Authority.
- (3) The Authority shall after collecting any additional information, decide upon the application as far as possible within a period of six months of receipt of the same.
- (4) On being satisfied that the applicant has fulfilled all the necessary requirements, the Authority may grant approval for third party transfer subject to such terms and conditions it may deem fit to impose in each case.
- (5) The approval as may be granted under sub-rule (4) in the form of a written agreement duly signed by an authorized officer of the Authority and the applicant. The form of the agreement shall be such as may be decided by the Authority.
- (6) The Authority may for reasons to be recorded in writing reject the application if it considers that the request cannot be acceded to provided that no application shall be rejected unless the applicant has been given an opportunity of being heard.

20. Criteria for equitable benefit sharing (Section 21)

- (1) The Authority shall by notification in the Official Gazette formulate the guidelines and describe the benefit sharing formula.
- (2) The guidelines shall provide for monetary and other benefits such as royalty; joint ventures; technology transfer; product development; education and awareness raising activities; institutional capacity building and venture capital fund.
- (3) The formula for benefit sharing shall be determined on a case-by case basis.
- (4) The Authority while granting approval to any person for access or for transfer of results of research or applying for patent and IPR or for third party transfer of the accessed biological resource and associated knowledge may impose terms and conditions for ensuring equitable sharing of the benefits arising out of the use of accessed biological material and associated knowledge.
- (5) The quantum of benefits shall be mutually agreed upon between the persons applying for such approval and the Authority in consultation with the local bodies and benefit claimers and may be decided in due regard to the defined parameters of access, the extent of use, the sustainability aspect, impact and expected outcome levels, including measures ensuring conservation and sustainable use of biological diversity.
- (6) Depending upon each case, the Authority shall stipulate the time frame for assessing benefit sharing on short, medium, and long term benefits.
- (7) The Authority shall stipulate that benefits shall ensure conservation and sustainable use of biological diversity.
- (8) Where biological resources or knowledge is accessed from a specific individual or a group of individuals or organizations, the Authority may take steps to ensure that the agreed amount is paid directly to them through the district administration. Where such individuals or group of individuals or organizations cannot be identified, the monetary benefits shall be deposited in the National Biodiversity Fund.

(9) Five percent of the assessed benefits shall be earmarked for the Authority or Board as the case may be , towards administrative and service charges.

(10) The Authority shall monitor the flow of benefits as determined under sub rule (4) in a manner determined by it.

21. Application of National Biodiversity Fund . -

(1) The National Biodiversity Fund shall be operated by the Chairperson or by such other officer of the Authority as may be authorized in this regard

(2) The National Biodiversity Fund shall have two separate heads of accounts, one relating to the receipts from the Central Government and the other concerning the fee, licence fee, royalty and other receipts of the Authority.

22. Constitution of Biodiversity Management Committees

(1) Every local body shall constitute a Biodiversity Management Committee (BMCs) within its area of jurisdiction.

(2) The Biodiversity Management Committee as constituted under sub-rule (1) shall consist of a Chairperson and not more than six persons nominated by the local body, of whom not less than one third should be women and not less than 18% should belong to the Scheduled Castes/Scheduled Tribes.

(3) The Chairperson of the Biodiversity Management Committee shall be elected from amongst the members of the committee in a meeting to be chaired by the Chairperson of the local body. The Chairperson of the local body shall have the casting votes in case of a tie .

(4) The Chairperson of the Biodiversity Management Committee shall have a tenure of three years.

(5) The local Member of Legislative Assembly/ Member of Legislative Council and Member of Parliament would be special invitees to the meetings of the Committee.

(6) The main function of the BMC is to prepare People's Biodiversity Register in consultation with local people. The Register shall contain comprehensive information on availability and knowledge of local biological resources, their medicinal or any other use or any other traditional knowledge associated with them.

(7) The other functions of the BMC are to advise on any matter referred to it by the State Biodiversity Board or Authority for granting approval, to maintain data about the local vaidas and practitioners using the biological resources.

(8) The Authority shall take steps to specify the form of the People's Biodiversity Registers, and the particulars it shall contain and the format for electronic database.

(9) The Authority and the State Biodiversity Boards shall provide guidance and technical support to the Biodiversity Management Committees for preparing People's Biodiversity Registers.

(10) The People's Biodiversity Registers shall be maintained and validated by the Biodiversity Management Committees.

(11) The Committee shall also maintain a Register giving information about the details of the access to biological resources and traditional knowledge granted, details of the collection fee imposed and details of the benefits derived and the mode of their sharing.

23. Appeal for settlement of disputes under Section 50. -

(1) If a dispute arises between the Authority or a State Biodiversity Board or between one Board and other Board(s) on account of implementation of any order or direction or on any issue of policy decision, either of the aggrieved parties i.e. , Authority or the Board, as the case may be, prefer an appeal to the Central Government under section 50, in Form V to the Secretary, Ministry of Environment and Forests, Government of India

(2) In case the dispute arises between a State Biodiversity Board and another state Biodiversity Board or Boards, the aggrieved Board or Boards, shall prefer the point or points of dispute to the Central Government which shall refer the same to the Authority.

- (3) The memorandum of appeal shall state the facts of the case, the grounds relied upon by the appellant, for preferring the appeal and the relief sought for.
- (4) The memorandum of appeal shall be accompanied by an authenticated copy of the order, direction or policy decision, as the case may be, by which the appellant is aggrieved and shall be duly signed by the authorised representative of the appellant.
- (5) The memorandum of appeal shall be submitted in quadruplicate, either in person or through a registered post with Acknowledgement due, within 30 days from the date of the orders, direction or policy decision, impugned provided that if the Central Government is satisfied that there was good and sufficient reason for the delay in preferring the appeal, it may, for reason to be recorded in writing, allow the appeal to be preferred after the expiry of the aforesaid period of 30 days but before the expiry of 45 days from the date of the orders impugned, direction or policy decision, as the case may be.
- (6) The notice for hearing of the appeal shall be given in Form VI by a registered post with an acknowledgement due.
- (7) The Central Government shall, after hearing the appellant and the other parties, dispose of the appeal.
- (8) In disposing of an appeal it may vary or modify or cancel impugned order, direction or policy, as the case may be.
- (9) In adjudicating a dispute, the Authority shall be guided by the principles of natural justice and as far as practicable, follow the same procedure which the Central Government is required to follow under this rule.

24. Manner of giving notice under Section Section 61

- (1) The manner of giving notice, under clause (b) of section 61, shall be as follows namely:-
 - (i) The notice shall be in writing in Form VII.
 - (ii) The person giving the notice may send it to , -
 - (a) If the alleged offence has taken place in a Union territory, to the Chairperson of the National Bio-diversity Authority; and
 - (b) If the alleged offence has taken place in a State, to the Chairperson of the State Bio-diversity Board
- (2) The notice referred to in sub-rule (1) shall be sent by registered post acknowledgement due; and
- (3) The period of thirty days mentioned in clause (b) of section 61 shall be reckoned from the date, the notice is received by the Authorities mentioned in sub-rule (1).

FORM I

(see rule 14)

Application form for access to Biological resources and associated traditional knowledge

Part A

- (i) Full particulars of the applicant
- (ii) Name:
- (iii) Permanent address:
- (iv) Address of the contact person / agent, if any, in India:
- (v) Profile of the organization (personal profile in case the applicant is an individual). Please attach relevant documents of authentication):
- (vi) Nature of business:
- (vii) Turnover of the organization in US\$:

2. Details and specific information about nature of access sought and biological material and associated knowledge to be accessed
 - a) Identification (scientific name) of biological resources and its traditional use:
 - b) Geographical location of proposed collection:
 - c) Description / nature of traditional knowledge (oral / documented):
 - d) Any identified individual / community holding the traditional knowledge:
 - e) Quantity of biological resources to be collected (give the schedule):
 - f) Time span in which the biological resources is proposed to be collected:
 - g) Name and number of person authorized by the company for making the selection:
 - h) The purpose for which the access is requested including the type and extent of research, commercial use being derived and expected to be derived from it:
 - i) Whether any collection of the resource endangers any component of biological diversity and the risks which may arise from the access:
3. Details of any national institution which will participate in the Research and Development activities.
4. Primary destination of accessed resource and identity of the location where the R&D will be carried out.
5. The economic and other benefits including those arriving out of any IPR, patent obtained out of accessed biological resources and knowledge that are intended, or may accrue to the applicant or to the country that he/she belongs
6. The biotechnological, scientific, social or any other benefits obtained out of accessed biological resources and knowledge that are intended, or may accrue to the applicant or to the country that he/she belongs
7. Estimation of benefits, that would flow to India/ communities arising out of the use of accessed bioresources and traditional knowledge
8. Proposed mechanism and arrangements for benefit sharing.
9. Any other information considered relevant.

**Part B
Declaration**

I/ we declare that:

Collection of proposed biological resources shall not adversely affect the sustainability of the resources;
Collection of proposed biological resources shall not entail any environmental impact;
Collection of proposed biological resources shall not pose any risk to ecosystems;
Collection of proposed biological resources shall not adversely affect the local communities;

I/we further declare the Information provided in the application form is true and correct and I /We shall be responsible for any incorrect / wrong information.

Signed
Name
Title

Place
Date

FORM II
(see Rule 17)

Application for seeking prior approval of National Biodiversity Authority for transferring the results of research to foreign nationals, companies, NRI's, for commercial purposes.

1. Full particulars of the applicant
 - i) Name
 - ii) Address:
 - iii) Professional profile
 - iv) Organizational affiliation (Please attach relevant documents of authentication):
2. Details of the results of research conducted
3. Details of the Biological resources and /or associated knowledge used in the research.
4. Geo-geographical location from where the biological resources used in the research are collected
5. Details of any traditional knowledge used in the research and any identified individual /community holding the traditional knowledge
6. Details of institution where R&D activities carried out.
7. Details of the individual / organization to whom the research results are intend to transfer.
8. Details of economic, biotechnological, scientific or any other benefits that are intended, or may accrue to the individual /organization due to commercialization of transferred research results.
9. Details of economic, biotechnological, scientific or any other benefits that are intended, or may accrue to the applicant seeking approval for transfer of results of research.
10. Details of any agreement or MOU between by the proposed recipient and applicant seeking approval for transfer of results of research.

Declaration

I/we declare the Information provided in the application form is true and correct and I /We shall be responsible for any incorrect / wrong information.

Signed
Name
Title

Place
Date

FORM III
(See rule 18)

Application for seeking prior approval of National Biodiversity Authority for applying for Intellectual Property Right

1. Full particulars of the applicant
 - i) Name
 - ii) Address:
 - iii) Professional profile
 - iv) Organizational affiliation (Please attach relevant documents of authentication):
2. Details of the invention on which IPRs sought
3. Details of the Biological resources and /or associated knowledge used in the invention.
4. Geo-geographical location from where the biological resources used in the invention are collected
5. Details of any traditional knowledge used in the in the invention and any identified individual /community holding the traditional knowledge
6. Details of institution where Research and Development activities carried out.
7. Details of economic, biotechnological, scientific or any other benefits that are intended, or may accrue to the applicant due commercialization of the invention.

Declaration

I/we declare the Information provided in the application form is true and correct and I /We shall be responsible for any incorrect / wrong information.

Signed
Name
Title

Place
Date

FORM IV
(See rule 19)

Application form for seeking approval of National Biodiversity Authority for third party transfer of the accessed Biological resources and associated traditional knowledge.

1. Full particulars of the applicant
 - (i) Name
 - (ii) Address:
 - (iii) Professional profile
 - (iv) Organizational affiliation (Please attach relevant documents of authentication):
2. Details of the biological material and traditional knowledge accessed.
3. Details of the access contract entered (Copy to be enclosed)
4. Details of the benefits and mechanism / arrangements for benefit sharing already implemented.
5. Full particulars of the third part to whom the accessed material / knowledge is intended to transfer.
6. The purpose of the intended third party transfer.
7. Details of economic, social, biotechnological, scientific or any other benefits that are intended, or may accrue to the third party due to transfer of accessed biological material and knowledge.
8. Details of any agreement to be entered between the applicant and the third party.
9. Estimation of benefits that would flow to India/ communities arising out of the third party transfer of accessed biological resources and traditional knowledge
10. Proposed mechanism and arrangements for benefit sharing arising out of the proposed third party transfer.
11. Any other relevant information

Declaration

I/we declare the Information provided in the application form is true and correct and I /We shall be responsible for any incorrect / wrong information.

Signed
Name
Title

Place
Date

FORM V
(See rule-23(1))

Form of Memorandum of Appeal

BEFORE THE _____ **MINISTRY OF ENVIRONMENT AND FORESTS, NEW DELHI**

OR

NATIONAL BIODIVERSITY AUTHORITY
(as the case may be)

(Memorandum of appeal under Section 50 of the Biological Diversity Act, 2002.)

Appeal No. _____ of 200

.....Appellant (s)

Vs.

.....Respondent(s)

(here mention the designation of the Authority/
Board, as the case may be)

The appellant begs to prefer this Memorandum of Appeal against the order dated _____ passed by the Respondent on the following facts and grounds.

1. FACTS:

(Here briefly mention the facts of the case):

2. GROUND:

(Here mention the grounds on which the appeal is made) :

- i.)
- ii.)
- iii.)

3. RELIEF SOUGHT:

- i)
- ii)
- iii)

4. PRAYER:

- a) In the light of what is stated above, the appellant respectfully prays that the order/decision of the respondent be quashed/set-aside .
- b) The policy/guidelines/regulation framed by the Respondent be quashed /modified/annulled to the extent _____
- c) _____

Place: _____
Dated: _____

with Seal

Address:

Signature of the appellant

VERIFICATION

I , the appellant do hereby declare that what is stated above is true to the best of my information and belief .

Verified on ____ day of_____.

Signature of the appellant
With Seal
Address

Signature of the Authorised representative of the appellant

Enclosures: 1. Authenticated copy of the order/direction/policy decision, against which the appeal has been preferred.

FORM VI
(See rule 28)

BEFORE THE _____ MINISTRY OF ENVIRONMENT AND FORESTS, NEW DELHI

OR

NATIONAL BIODIVERSITY AUTHORITY
(as the case may be)

Appeal No. _____ of 200

Between :

_____ ... Appellant(s)

Vs.

_____ ... Respondents(s)

NOTICE

Please take notice that the above appeal filed by the appellant, against the order/direction/policy decision (give details) is fixed for hearing on _____ at _____.

The copies of the appeal memorandum and other annexure filed alongwith the appeal are sent herewith for your reference.

Please note that if you fails to appear on the said date or other subsequent date of hearing of the appeal, the appeal would be disposed of finally by placing you ex-parte.

Authorised signatory on behalf of the Appellate Authority (Seal)

Date: _____

Place : _____

FORM VII

FORM OF NOTICE
(See rule 24 (1))

By Registered Post/Acknowledgement due

From,

Shri _____

To,

Sub: NOTICE UNDER SECTION 61(b) OF THE BIOLOGICAL DIVERSITY ACT, 2002.

Whereas an offence under the Biological Diversity Act, 2002 has been committed/is being committed by _____

2. I/we hereby give notice of 30 days under Section 61(b) of the Biological Diversity Act, 2002 of my /our intention to file a complaint in the Court against _____ for violation of the provisions of the Biological Diversity Act, 2002.
3. In support of my/our notice , I am/we are enclosing herewith the following documents as evidence of proof.

Place: _____

Dated: _____

Signature

EXPLANATION:

- (1) In case the notice to be given in the name of a company, documentary evidence authorising the person to sign the notice on behalf of the company shall be enclosed to the notice.
- (2) Give the name and address of the alleged offender. In case of using biological resource/ knowledge/research/bio-survey and bio utilisation /the intellectual property right /patent , without the approval of the Authority, the details thereof and the commercial utilisation if any, may be furnished.
- (3) Documentary evidence shall include photograph, technical report etc. for enabling enquiry into the alleged violation/offence.

[No. J 22018/57/2002 CSC (BC)]

(Desh Deepak Verma)
Joint Secretary

(ix) सुसंगत बौद्धिक संपदा अधिकारों का संयुक्त स्वामित्व;

ख. गैर धनीय फायदों का विकल्प

- (i) सांस्थानिक सक्षमता वर्धन का उपबंध करना जिसके अंतर्गत धारणीय उपयोग पर प्रशिक्षण अवसंरचना का सृजन और जैविक संसाधनों के संरक्षण और धारणीयता से संबंधित विकास कार्य हाथ में लेना;
- (ii) प्रौद्योगिकी का अंतरण या भारतीय संस्थाओं/व्यष्टिकों/निकायों के साथ अनुसंधान और विकास के परिणामों को बांटना;
- (iii) प्रौद्योगिकियों के विकास के लिए क्षमताओं का सुदृढीकरण और भारत को प्रौद्योगिकियों का अंतरण और/या भारतीय संस्थाओं/व्यष्टिकों/निकायों के साथ सहयोगकारी अनुसंधान और विकास कार्यक्रम;
- (iv) भारत में जैविक संसाधनों के संरक्षण और भरणियता उपयोग पर शिक्षा और प्रशिक्षण से संबंधित अंशदान/सहयोग;
- (v) उत्पादन, अनुसंधान और विकास एककों की अवस्थिति और उस क्षेत्र में प्रजातियों के संरक्षण और परिरक्षण के लिए उपाय जहां जैविक संसाधनों तक पहुंच की गई है, स्थानीय अर्थव्यवस्था में अंशदान और स्थानीय समुदायों के लिए आय सृजन;
- (vi) जैविक संसाधनों के संरक्षण और भरणिय उपयोग जिसके अंतर्गत जैविक सूचियां और वर्गीकरण से सुसंगत वैज्ञानिक जानकारी को बांटना भी है;
- (vii) भारत में पूर्वीकता आवश्यकताओं की ओर निदेशित अनुसंधान का संचालन जिसके अंतर्गत खाद्य, स्वास्थ्य और जैविक संसाधनों पर ध्यान केन्द्रित करते हुए जीवन यापन सुरक्षा भी है;
- (viii) अध्येता वृत्तियों, सहायता और वित्तीय सहायता का भारतीय संस्थाओं/व्यष्टियों को उन क्षेत्रों/जनजातियों/पंथों जो जैविक संसाधनों और पश्चातवर्ती लाभ, यदि कोई है के परिदान में योगदान कर रहे हैं, का उपबंध करना;
- (ix) फायदा दावाकर्ताओं को सहायता प्रदान करने के लिए जोखिम पूंजी निधि की स्थापना;
- (x) फायदे का दावा करने वालों को धनीय प्रतिकर और अन्य गैर धनीय फायदों का संदाय करना, जैसा कि एनबीए उपयुक्त समझे।

MINISTRY OF ENVIRONMENT, FORESTS AND CLIMATE CHANGE

(National Biodiversity Authority)

NOTIFICATION

New Delhi, the 21st November, 2014

G.S.R 827.—In exercise of the powers conferred by section 64 read with sub-section (1) of section 18 and sub-section (4) of section 21 of the Biological Diversity Act, 2002 (18 of 2003), hereinafter referred to as the Act, and in pursuance of the Nagoya Protocol on access to genetic resources and the fair and equitable sharing of benefits arising from their utilization to the Convention on Biological Diversity dated the 29th October, 2010, the National Biodiversity Authority hereby makes the following regulations, namely.—

Short title and commencement.—

(1) These regulations may be called Guidelines on Access to Biological Resources and Associated Knowledge and Benefits Sharing Regulations, 2014.

(2) They shall come into force on the date of their publication in the Official Gazette.

1. Procedure for access to biological resources and/ or associated traditional knowledge for research or bio-survey and bio-utilization for research. —

(1) Any person referred to under sub-section (2) of section 3 of the Act, who intends to have access to biological resources and/ or associated traditional knowledge for research or bio-survey and bio-utilization for research shall apply to the National Biodiversity Authority (NBA) in Form I of the Biological Diversity Rules, 2004 for obtaining access to such biological resource and/ or associated knowledge, occurring in India.

(2) The NBA shall, on being satisfied with the application under sub-regulation (1), enter into a benefit sharing agreement with the applicant which shall be deemed as grant of approval for access to biological resource for research referred to in that sub-regulation:

Provided that in case of biological resources having high economic value, the agreement may contain a clause to the effect that the benefit sharing shall include an upfront payment by applicant, of such amount, as agreed between the NBA and the applicant.

2. Procedure for access to biological resources, for commercial utilization or for bio-survey and bio-utilization for commercial utilization. —

(1) Any person who intends to have access to biological resources including access to biological resources harvested by Joint Forest Management Committee (JFMC)/ Forest dweller/ Tribal cultivator/ Gram Sabha, shall apply to the NBA in Form-I of the Biological Diversity Rules, 2004 or to the State Biodiversity Board (SBB), in such form as may be prescribed by the SBB, as the case may be, along with Form 'A' annexed to these regulations.

(2) The NBA or the SBB, as the case may be, shall, on being satisfied with the application under sub-regulation (1), enter into a benefit sharing agreement with the applicant which shall be deemed as grant of approval for access to biological resources, for commercial utilization or for bio-survey and bio-utilization for commercial utilization referred to in that sub-regulation.

3. Mode of benefit sharing for access to biological resources, for commercial utilization or for bio-survey and bio-utilization for commercial utilization.—

(1) Where the applicant/ trader/ manufacturer has not entered into any prior benefit sharing negotiation with persons such as the Joint Forest Management Committee (JFMC)/ Forest dweller/ Tribal cultivator/ Gram Sabha, and purchases any biological resources directly from these persons, the benefit sharing obligations on the trader shall be in the range of 1.0 to 3.0% of the purchase price of the biological resources and the benefit sharing obligations on the manufacturer shall be in the range of 3.0 to 5.0% of the purchase price of the biological resources:

Provided that where the trader sells the biological resource purchased by him to another trader or manufacturer, the benefit sharing obligation on the buyer, if he is a trader, shall range between 1.0 to 3.0% of the purchase price and between 3.0 to 5.0%, if he is a manufacturer:

Provided further that where a buyer submits proof of benefit sharing by the immediate seller in the supply chain, the benefit sharing obligation on the buyer shall be applicable only on that portion of the purchase price for which the benefit has not been shared in the supply chain.

(2) Where the applicant/ trader/ manufacturer has entered into any prior benefit sharing negotiation with persons such as the Joint Forest Management Committee (JFMC)/ Forest dweller/ Tribal cultivator/ Gram Sabha, and purchases any biological resources directly from these persons, the benefit sharing obligations on the applicant shall be not less than 3.0% of the purchase price of the biological resources in case the buyer is a trader and not less than 5.0% in case the buyer is a manufacturer.

(3) In cases of biological resources having high economic value such as sandalwood, red sanders, etc. and their derivatives, the benefit sharing may include an upfront payment of not less than 5.0%, on the proceeds of the auction or sale amount, as decided by the NBA or SBB, as the case may be, and the successful bidder or the purchaser shall pay the amount to the designated fund, before accessing the biological resource.

4. Option of benefit sharing on sale price of the biological resources accessed for commercial utilization under regulation 2.—

When the biological resources are accessed for commercial utilization or the bio-survey and bio-utilization leads to commercial utilization, the applicant shall have the option to pay the benefit sharing ranging from 0.1 to 0.5 % at the following graded percentages of the annual gross ex-factory sale of the product which shall be worked out based on the annual gross ex-factory sale minus government taxes as given below:-

Annual Gross ex-factory sale of product	Benefit sharing component
Up to Rupees 1,00,00,000	0.1 %
Rupees 1,00,00,001 up to 3,00,00,000	0.2 %
Above Rupees 3,00,00,000	0.5 %

5. Collection of fees.—

Collection of fees, if levied by Biodiversity Management Committee (BMC) for accessing or collecting any biological resource for commercial purposes from areas falling within its territorial jurisdiction under sub-section (3) of section 41 of the Act, shall be in addition to the benefit sharing payable to the NBA/SBB under these regulations.

6. Procedure for transfer of results of research relating to biological resources.—

(1) Any person who intends to transfer results of research relating to biological resources occurring in or obtained from India, to persons referred to under sub-section (2) of section 3 of the Act for monetary consideration or otherwise, shall—

- (a) apply to the NBA in Form II of the Biological Diversity Rules, 2004 for transfer of the results of research relating to biological resources occurring in or obtained from India for any purpose;
- (b) provide evidence of approval of NBA for access to the biological resource and/or associated knowledge involved in the research:

Provided that the requirement of evidence under this clause shall not apply to an applicant who is a citizen of India or a body corporate, association or organization which is registered in India and not having any non-Indian participation in its share capital or management;

- (c) provide complete information on potential commercial value within the knowledge of the applicant, of the results of research.

(2) The NBA shall, on being satisfied with the application under sub-regulation (1), enter into a benefit sharing agreement with the applicant which shall be deemed as grant of approval for transfer of the results of research referred to in that sub-regulation.

7. Mode of benefit sharing for transfer of results of research. — Applicant shall, in case of transfer of results of research under regulation 6, pay to the NBA such monetary and / or non-monetary benefit, as agreed between the applicant and the NBA:

Provided that in case of monetary benefit received by him, if any, on such transfer, the applicant shall pay to the NBA 3.0 to 5.0% of the monetary consideration.

8. Procedure for obtaining Intellectual Property Rights (IPR). —

(1) Any person who intends to obtain any intellectual property right by whatever name called, in or outside India, for any invention based on any research or information on any biological resources obtained from India, shall make an application to the NBA in Form III of the Biological Diversity Rules, 2004:

Provided that if the applicant is a person referred to under sub-section (2) of section 3 of the Act, he shall provide evidence of approval of NBA for access to the biological resources and/or associated knowledge used in the research leading to the invention:

Provided further that any person applying for any right under the Protection of Plant Varieties and Farmers' Rights Act, 2001 (53 of 2001) shall be exempted from this sub-regulation.

(1) The NBA shall, on being satisfied with the application under sub-regulation (1), enter into a benefit sharing agreement with the applicant which shall be deemed as grant of approval for obtaining IPR.

9. Mode of benefit sharing in IPR. —

(1) The applicant shall, in case of commercializing the IPR obtained, pay to the NBA such monetary and/or non-monetary benefit, as agreed between the applicant and the NBA.

(2) Where the applicant himself commercialises the process/ product/ innovation, the monetary sharing shall be in the range of 0.2 to 1.0% based on sectoral approach, which shall be worked out on the annual gross ex-factory sale minus government taxes.

(3) Where the applicant assigns / licenses the process / product / innovation to a third party for commercialisation, the applicant shall pay to NBA 3.0 to 5.0% of the fee received (in any form including the license / assignee fee) and 2.0 to 5.0% of the royalty amount received annually from the assignee / licensee, based on sectoral approach.

10. Obligations of applicant in the event of commercialisation of IPR. —

(1) An applicant, granted IPR, who is a citizen of India or a body corporate, association or organisation which is registered in India and not having any non-Indian participation in its share capital or management, shall give prior intimation to the concerned SBB for access to biological resources, in the form prescribed by the SBB, and shall comply with such terms and conditions, if any, imposed by the SBB in the interest of promoting conservation and sustainable use.

(2) An applicant, granted IPR, who is a person or a body corporate or an association or an organization referred to under sub-section (2) of section 3 of the Act shall apply in Form I of the Biological Diversity Rules, 2004 to the NBA for access to biological resources.

11. Procedure for transfer of accessed biological resource and/ or associated knowledge to third party for research/ commercial utilization. —

(1) Any person who intends to transfer the biological resources and/or associated knowledge which has been granted access under regulation 1 to a third party for research or for commercial utilization, shall apply to NBA in Form IV of the Biological Diversity Rules, 2004 for transfer to such third party.

(2) The NBA shall, on being satisfied with the application under sub-regulation (1), enter into a benefit sharing agreement with the applicant, which shall be deemed as grant of approval for transfer of accessed biological resource and/ or associated knowledge referred to in that sub-regulation.

12. Mode of benefit sharing for transfer of accessed biological resource and/ or associated knowledge to third party for research/ commercial utilization.—

- (1) The applicant shall pay to the NBA such monetary and/ or non-monetary benefit, as agreed between the applicant and the NBA.
- (2) Applicant (transferor) shall pay to the NBA 2.0% to 5.0 % (following a sectoral approach) of any amount and/ or royalty received from the transferee, as benefit sharing, throughout the term of the agreement.
- (3) In case the biological resource has high economic value, the applicant shall also pay to the NBA an upfront payment, as mutually agreed between the applicant and the NBA.

13. Conducting of non-commercial research or research for emergency purposes outside India by Indian researchers/ Government institutions.—

- (1) Any Indian researcher/ Government institution who intends to carry/ send the biological resources outside India to undertake basic research other than collaborative research referred to in section 5 of the Act shall apply to the NBA in Form 'B' annexed to these regulations.
- (2) Any Government Institution which intend to send biological resources to carry out certain urgent studies to avert emergencies like epidemics, etc., shall apply in Form 'B' annexed to these regulations.
- (3) The NBA shall, on being satisfied with the application under sub-regulation (1) or sub-regulation (2), accord its approval within a period of 45 days from the date of receipt of the application.
- (4) On receipt of approval of the NBA under sub-regulation (3), the applicant shall deposit voucher specimens in the designated national repositories before carrying / sending the biological resources outside India and a copy of proof of such deposits shall be endorsed to NBA.

14. Determination of benefit sharing.—

- (1) Benefit sharing may be done in monetary and/ or non-monetary modes, as agreed upon by the applicant and the NBA/ SBB concerned in consultation with the BMC/ Benefit claimer, etc. Options for such benefit sharing are provided in Annexure-1.

(2) Determination of benefit sharing shall be based on considerations such as commercial utilization of the biological resource, stages of research and development, potential market for the outcome of research, amount of investment already made for research and development, nature of technology applied, time-lines and milestones from initiation of research to development of the product and risks involved in commercialization of the product:

Provided that special consideration may be given to cases where technologies/products are developed for controlling epidemics/diseases and for mitigating environmental pollution affecting human/ animal/plant health.

- (3) The amount of benefit sharing shall remain the same whether the end product contains one or more biological resources.
- (4) Where the biological resources of a product are sourced from the jurisdiction of two or more SBBs, the total amount of the accrued benefits shall be shared among them in proportion as decided by the NBA / SBBs concerned, as the case may be.

15. Sharing of benefits.—

- (1) Where approval has been granted by the NBA for research or for commercial utilization or for transfer of results of research or for Intellectual Property Rights or for third party transfer, the mode of benefit sharing shall be as under:—

- (a) 5.0% of the accrued benefits shall go to the NBA, out of which half of the amount shall be retained by the NBA and the other half may be passed on to the concerned SBB for administrative charges.
- (b) 95% of the accrued benefits shall go to concerned BMC(s) and/ or benefit claimers:

Provided that where the biological resource or knowledge is sourced from an individual or group of individuals or organizations, the amount received under this clause shall directly go to such individual or group of individuals or organizations, in accordance with the terms of any agreement and in such manner as may be deemed fit:

Provided further that where benefit claimers are not identified, such funds shall be used to support conservation and sustainable use of biological resources and to promote livelihoods of the local people from where the biological resources are accessed.

- (2) Where approval has been granted by State Biodiversity Board under these regulations.—

The sharing of accrued benefits shall be as under.— the SBB may retain a share, not exceeding 5% of the benefits accrued towards their administrative charges and the remaining share shall be passed on to the BMC concerned or to benefit claimers, where identified:

Provided that where any individual or group of individuals or organizations cannot be identified, such funds shall be used to support conservation and sustainable use of biological resources and to promote livelihoods of the local people from where the biological resources are accessed.

16. Processing of applications received by NBA. —

- (1) Every application shall be complete in all respects, including all the enclosures referred thereto.

- (2) Incomplete applications devoid of any relevant information specifically sought, including ambiguous replies, incomplete disclosure, absence of proof, etc., shall be returned to the applicants.
- (3) The time limit specified for processing the applications shall commence only when the application complete in all respects including fee prescribed is received.
- (4) Any information specified in the application as confidential shall not be disclosed, either intentionally or unintentionally, to any person not concerned thereto.
- (5) While processing the application for access to any biological resource (including plants and/ or animals and/ or their parts or genetic material or derivatives), the NBA may consider the following factors, namely:--

Whether the biological resource is –

- (i) cultivated or domesticated or wild;
 - (ii) rare or endemic or endangered or threatened species;
 - (iii) accessed directly through the primary collectors living in natural habitat or obtained through intermediaries like traders;
 - (iv) developed or maintained under *ex-situ* conditions;
 - (v) of high value/ importance to livelihoods of local communities;
 - (vi) restricted under the Act or any other law for time being in force;
 - (vii) exempted under section 40 of the Act;
 - (viii) included in crops listed under Annex I to the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA), to which India is a contracting party;
 - (ix) included in the Appendices of the Convention on International Trade on Endangered Species (CITES).
- (6) The NBA while taking any decision on the application relating to the use of biological resources and/ or knowledge associated thereto may consult through the SBBs, the BMCs within whose jurisdiction the biological resources and/ or the knowledge occur.
- (7) The NBA shall reject the application requesting access to biological resources for the reasons specified under rule 16 of the Biological Diversity Rules, 2004.
- (8) On receipt of application, the NBA may make enquiries, as it may deem fit, and if necessary, may consult an expert committee constituted for this purpose.
- (9) The NBA may upon such enquiry and/ or consultation referred to in sub-regulation (8), by order, grant approval or reject the application:
- Provided that where the NBA has rejected such application, the reasons for such rejection shall be recorded in writing after giving an opportunity of being heard to the applicant.
- (10) Approval granted by the NBA shall be in the form of written agreement duly signed by an authorised officer of the NBA, the applicant and others as applicable:
- Provided that the NBA may grant approval without a written agreement for the purposes of conducting of non-commercial research or research for emergency purposes outside India by Indian researchers/ Government institutions under regulation 13.
- (11) Based on any complaint or *suo moto*, the NBA may withdraw the approval granted for access and revoke the written agreement on the grounds specified under rule 15 of the Biological Diversity Rules, 2004:
- Provided that a copy of the order of such revocation shall be issued to the concerned State Biodiversity Board and the Biodiversity Management Committees for the purposes of prohibition of access.
- (12) Where a request has been made by the applicant for withdrawal of his application or the applicant fails to respond to queries of the NBA within the stipulated time, the NBA shall close the applications or initiate action under these regulations as it deems appropriate:
- Provided that if the applicant wishes to revive the application, he shall make a fresh application with the requisite fee.

Note: Application forms for access to biological resources and/ or associated knowledge, guidelines for filling them and form of agreements, are available in the NBA website: www.nbaindia.org.

17. Certain activities or persons exempted from approval of NBA or SBB. —

The following activities or persons shall not require approval of the NBA or SBB, namely:--

- (a) Indian citizens or entities accessing biological resources and/ or associated knowledge, occurring in or obtained from India, for the purposes of research or bio-survey and bio-utilization for research in India;
- (b) collaborative research projects, involving the transfer or exchange of biological resources or related information, if such collaborative research projects have been approved by the concerned Ministry or

Department of the State or Central Government and conform to the policy guidelines issued by the Central Government for such collaborative research projects;

- (c) local people and communities of the area, including growers and cultivators of biological resources, and *vaidis* and *hakims*, practising indigenous medicine, except for obtaining intellectual property rights;
- (d) accessing biological resources for conventional breeding or traditional practices in use in any agriculture, horticulture, poultry, dairy farming, animal husbandry or bee keeping, in India;
- (e) publication of research papers or dissemination of knowledge, in any seminar or workshop, if such publication is in conformity with the guidelines issued by the Central Government from time to time;
- (f) accessing value added products, which are products containing portions or extracts of plants and animals in unrecognizable and physically inseparable form; and
- (g) biological resources, normally traded as commodities notified by the Central Government under section 40 of the Act.

[F. No. NBA/Tech/2/11]

HEM PANDE, Chairman

FORM A

(See regulation 2)

**Information to be furnished for use of biological resources by the applicant
Self-disclosure**

Common Name of the biological resource proposed to be used: _____				
Scientific Name : _____				
Plants or animals or parts thereof traded : _____				
Specific purpose of access: _____				
Locations / source from where procured*	Quantity in Kgs	Rate per unit	State Biodiversity Board	Prospective Buyers/Users (if known)

*List of local body/BMCs, if already identified shall be attached.

Undertaking

1. I have read and understood the terms and conditions of ABS guidelines and I undertake to abide by relevant legal provisions applicable to biological resource.
2. I undertake to obtain the approval of the NBA/ SBB before making any change in the stated purpose.
3. I undertake to furnish/ share the relevant records with the NBA/ SBB, as and when required.
4. I further declare that the Information provided in the form is true and correct and I shall be liable for any incorrect/ wrong information and wilful suppression of the facts.

Signature

*Name of the trader/ company/manufacturer/ Authorized Representative
Complete Address of the trader/ company/ manufacturer along with phone number
and email address*

Place
Date

Form B

(See regulation 13)

Conducting of non-commercial research or research for emergency purposes outside India by Indian researchers/Government institutions using the biological resources

1	Name of the Applicant (Indian researcher/ Government Institution)	
2	Complete Address *	
	a. Permanent	
	b. Present	
3	Name and address of Institution in India	
4	Name of the Supervisor or Head of Institution at the place of work in India	
5	Name and contact details of the Institution or organization who shall guide the proposed research / receiving the biological resources.	
6	Details of the Supervisor or Head of Institution or organization who guides the proposed research or recipient of the biological resources	
7	Name of the funding agency supporting the proposed research	
8	Brief description of the research	
9	Details of biological resources proposed to be carried along or sent for the research	
	i. Name of the biological resource (scientific/ common name)	
	ii. Location of collection (Village/Taluk/Dist./State)	
	iii. Quantity required	
	iv. Duration of the research	
10	If it is for emergency purpose, specify details	

* Attach self-attested address / ID proof such as Aadhaar card/ PAN card / Passport, etc.

Undertaking

I, _____ Son/Daughter/Wife/Husband of _____ aged _____ residing at _____ in _____ holding a permanent. I.D.No _____ (PAN Card/ Aadhaar Card/ Passport, etc.) hereby declare that all the information provided above is correct and true. I hereby affirm that the biological resources shall be used only for the purposes as stated in the application. I shall not share/provide/part/leave behind any biological resource at my collaborator's facility/ laboratory without approval of the NBA. I, along with my supervisor and collaborator, individually and severally declare that we shall not put to commercial utilization, nor shall seek any IPR claim on the biological resources and associated traditional knowledge used in this research/ collaboration. In case such a situation arises we shall apply to National Biodiversity Authority to seek prior approval. Results, process (es), products or other outcomes arising out of this activity shall be shared with the NBA during and/ or upon completion of research intended along with the copy of relevant documents and publications.

Signature:.....

Date:

Place:.....

Declaration by the Supervisor / Head of Institution

I, _____ working as _____ in _____ (Name of institution) confirm that the details provided by Mr/Dr/Mrs/Ms. _____ are true and correct.

Date:

Place:.....

Signature:.....

Designation:.....

Official Seal:

Declaration by the Recipient / Collaborator

I, _____ working as _____ in _____ (*Name of Institution / Organization*) hereby affirm that I or my institution / organization shall use the biological resources for the purposes as stated in the application and which were sent by..... (*Name of the institution*) or being brought by Mr./Dr./Mrs./Ms..... The said biological resources shall be destroyed in full after the completion of the studies/ partnership or upon completion of the studies the biological resources shall be sent back to the institution from where the biological resources were received as the case may be. I or the institution I am associated with shall not claim any ownership under instant application nor shall claim any IP Rights over the biological resources, derivatives or other such components without prior approval of the applicant, institution affiliated and the National Biodiversity Authority.

Signature:.....

Designation:.....

Official Seal:

Annexure 1**Fair and equitable benefit sharing options**

The following options, either one or more, may be applied in accordance with mutually agreed terms between the applicant and the NBA, on a case by case basis, in accordance with the provisions of sub-rule (3) of rule 20 of the Biological Diversity Rules, 2004. These options are indicative in nature and other options, as approved by the NBA in consultation with the Central Government, may also be adopted:

(a) Monetary benefits options:

- (i). Up-front payment;
- (ii). One-time payment;
- (iii). Milestone payments;
- (iv). Share of the royalties and benefits accrued;
- (v). Share of the license fees;
- (vi). Contribution to National, State or Local Biodiversity Funds;
- (vii). Funding for research and development in India;
- (viii). Joint ventures with Indian institutions and companies;
- (ix). Joint ownership of relevant intellectual property rights.

(b) Non-monetary benefits options:

- (i). Providing institutional capacity building, including training on sustainable use practices, creating infrastructure and undertaking development of work related to conservation and sustainable use of biological resources;
- (ii). Transfer of technology or sharing of research and development results with Indian institutions/ individuals/entities;
- (iii). Strengthening of capacities for developing technologies and transfer of technology to India and/or collaborative research and development programmes with Indian institutions/ individuals/ entities;
- (iv). Contribution/ collaboration related to education and training in India on conservation and sustainable use of biological resources;
- (v). Location of production, research, and development units and measures for conservation and protection of species in the area from where biological resource has been accessed, contributions to the local economy and income generation for the local communities;
- (vi). Sharing of scientific information relevant to conservation and sustainable use of biological diversity including biological inventories and taxonomic studies;

-
- (vii). Conducting research directed towards priority needs in India including food, health and livelihood security focusing on biological resources;
 - (viii). Providing scholarships, bursaries and financial aid to Indian institutions/ individuals preferably to regions, tribes/ sects contributing to the delivery of biological resources and subsequent profitability if any;
 - (ix). Setting up of venture capital fund for aiding the cause of benefit claimers;
 - (x). Payment of monetary compensation and other non-monetary benefits to the benefit claimers as the NBA may deem fit.

Ref: DRDC/2020/NBAF1/01
Date- 16.09.2020



To
The Secretary,
National Biodiversity Authority,
5th Floor TICEL Biopark,
CSIR Road, Taramani,
Chennai-600113
Tamilnadu

राष्ट्रीय जैव विविधता प्राधिकरण, चेन्नई
National Biodiversity Authority, Chennai
डायरी संख्या / Diary No : 1272
को प्राप्त / Received On: 25/9/20

509/0575
25/09/2020

Subject- Submission of Form-1 under section 3(2) of the Biological Diversity Act, 2002.

Dear Sir,

We are submitting hard copy of Form-1 under section 3(2) of the biological Diversity Act 2002, for the period 2020-2023. We have already submitted the same online on dated 15.09.2020 and the payment of application fee has also been made through online process (detail enclosed).

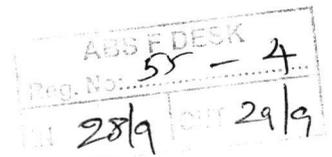
We have not received the acknowledgement receipt during the online submission, hence we request you to consider this submission as applicant declaration and acknowledgement for the above Form-1.

We further request you to expedite our submissions towards fulfilment of ABS obligations for the past and present.

Thank you
With best regards

For Dabur India Ltd.

(Sharukh Khan)
Executive Director- Operations



Dabur Research & Development Centre

Plot No. 22, Site IV, Sahibabad-201010, Ghaziabad (U.P.), India, Tel: (0120) 3378400 (30 lines) Fax : (0120) 4552645

Regd. Office: 8/3, Asaf Ali Road, New Delhi - 110 002 (India)

CIN: L24230DL1975PLC007908, Email: corpcomm@dabur.com, Website: www.dabur.com

FORM-I

(See Rule 14 of Biological Diversity Rules, 2004)

Application form for access to the Biological Resources and associated traditional knowledge

Submitted on: 2020-09-15

Application No: INBA1202002163

71/c

Type of the Applicant : Individual(s)

1 Full particulars of the applicant**(A) Applicant 1**

i **Name** : Ms DABUR INDIA LIMITED .

Nationality : Non Indian: India

Profile of the Applicant : Others-Executive Director

ii **Permanent Address**

a Complete Address for the communication : Dabur India Limited, 8/3 Asaf Ali Road, New Delhi, Delhi India

b Mobile number : +91-7042214343

c Telephone number : +91-3962527

d Email address : sharukh.khan@dabur.com

e Attachments : Government Id, Id Num: 598988385164
Passport Copy, Passport Num: 598988385164
Authorization Letter (as per Schedule A) , Authorization Number: N/A

(iv) **Address of the contact person / agent in India, if any** : No**2 Details and specific information about nature of access sought and biological material and associated knowledge to be accessed**

(i) Identification (scientific name) of biological resources and its traditional use

Sl.No	Common name	Accessed	Scientific name	Nature of biological resources	Quantity of biological resources	Part of biological resources	Time span in which the biological	Traditional use, if any
1	Biological Resources	Khursani ajwain	Hyoscyamus niger	Plant	418 kg	Seed	11/09/2020 - 01/09/2023	Ayurvedic medicine
2	Biological Resources	Neel kamal	Nymphaea stellata	Plant	249448 kg	Others- Flower	11/09/2020 - 01/09/2023	Ayurvedic medicine
3	Biological Resources	Kaknasha	Martynia annua	Plant	231526 kg	Seed	11/09/2020 - 01/09/2023	Ayurvedic medicine
4	Biological Resources	Mahaneem	Melia azadarach	Plant	1183 kg	Seed	11/09/2020 - 01/09/2023	Ayurvedic medicine
5	Biological Resources	Lajwanati	Mimosa pudica	Plant	593 kg	Others- Whole plant	11/09/2020 - 01/09/2023	Ayurvedic medicine
6	Biological Resources	Alkushi	Mucuna pruriens	Plant	3604 kg	Seed	11/09/2020 - 01/09/2023	Ayurvedic medicine
7	Biological Resources	Jatamanshi	Nardostachys jatamansi	Plant	4318 kg	Root	11/09/2020 - 01/09/2023	Ayurvedic medicine

Sl.No	Common name	Accessed	Scientific name	Nature of biological resources	Quantity of biological resources	Part of biological resources	Time span in which the biological	Traditional use, if any
8	Biological Resources	Gawzaban	Onosoma bracteum	Plant	399 kg	Others-Whole plant	11/09/2020 - 01/09/2023	Ayurvedic medicine
9	Biological Resources	Prasarini	Paederia foitida	Plant	40396 kg	Others-whole plant	11/09/2020 - 01/09/2023	Ayurvedic medicine
10	Biological Resources	Mudgaparni	Phaseolus trilobus	Plant	237283 kg	Others-whole plant	11/09/2020 - 01/09/2023	Ayurvedic medicine
11	Biological Resources	Keharva	Pinus spp	Plant	388 kg	Others-exude	11/09/2020 - 01/09/2023	Ayurvedic medicine
12	Biological Resources	Rasna	Pluchea lanceolata	Plant	19395 kg	Root	11/09/2020 - 01/09/2023	Ayurvedic medicine
13	Biological Resources	Khurpa	Portulaca oleracea	Plant	399 kg	Seed	11/09/2020 - 01/09/2023	Ayurvedic medicine
14	Biological Resources	Padmakasth	Prunus cerasoides	Plant	16121 kg	Stem	11/09/2020 - 01/09/2023	Ayurvedic medicine
15	Biological Resources	Bakuchi	Psoralea corylifolia	Plant	18956 kg	Seed	11/09/2020 - 01/09/2023	Ayurvedic medicine
16	Biological Resources	Vidarikand	Pueraria tuberosa	Plant	342337 kg	Root	11/09/2020 - 01/09/2023	Ayurvedic medicine
17	Biological Resources	Mayphal	Quercus infectoria	Plant	396 kg	Others-Galls	11/09/2020 - 01/09/2023	Ayurvedic medicine
18	Biological Resources	Amra	Magnifera indica	Plant	434 kg	Others-Stem/Bark	11/09/2020 - 01/09/2023	Ayurvedic medicine
19	Biological Resources	Atich	Aconitum heterophyllum	Plant	2829 kg	Root	08/09/2020 - 01/09/2023	Ayurvedic medicine
20	Biological Resources	Kalmegh	Andrographis paniculata	Plant	3888 kg	Others-Whole plant	08/09/2020 - 01/09/2023	Ayurvedic medicine
21	Biological Resources	Swarn kshiri	argemon maxicana	Plant	495 kg	Others-whole plant	08/09/2020 - 01/09/2023	Ayurvedic medicine
22	Biological Resources	Pashanbhed	Bergenia ligulata	Plant	1380 kg	Root	08/09/2020 - 01/09/2023	Ayurvedic medicine

Sl.No	Common name	Accessed	Scientific name	Nature of biological resources	Quantity of biological resources	Part of biological resources	Time span in which the biological	Traditional use, if any
23	Biological Resources	Hizalseed	Barringtonia ecutangula	Plant	525 kg	Fruit	08/09/2020 - 01/09/2023	Ayurvedic medicine
24	Biological Resources	Chironji	Buchanania latifolia	Plant	842 kg	Seed	08/09/2020 - 01/09/2023	Ayurvedic medicine
25	Biological Resources	Bakamkash	Caesalpinia sappan	Plant	559 kg	Stem	08/09/2020 - 01/09/2023	Ayurvedic medicine
26	Biological Resources	Malkangani	Celastrus paniculatus	Plant	471 kg	Seed	08/09/2020 - 01/09/2023	Ayurvedic medicine
27	Biological Resources	Hingupatri	Ferula jaeschkeana	Plant	832 kg	Leaf	08/09/2020 - 01/09/2023	Ayurvedic medicine
28	Biological Resources	Jawasa	Alhagi pseudalhagi	Plant	75113 kg	Others-whole plants	08/09/2020 - 01/09/2023	Ayurvedic medicine
29	Biological Resources	Bidharamool	Argyria speciosa	Plant	4315 kg	Root	08/09/2020 - 01/09/2023	Ayurvedic medicine
30	Biological Resources	Ratanjot	Arnebia banthamii	Plant	69003 kg	Root	08/09/2020 - 01/09/2023	Ayurvedic medicine
31	Biological Resources	Satawari	Asparagus recemosus	Plant	536579 kg	Root	08/09/2020 - 01/09/2023	Ayurvedic medicine
32	Biological Resources	Kachnar	Baughinia variegata	Plant	3707 kg	Others-Stem/Bark	08/09/2020 - 01/09/2023	Ayurvedic medicine
33	Biological Resources	Palas	Butea monosperma	Plant	42839 kg	Seed	08/09/2020 - 01/09/2023	Ayurvedic medicine
34	Biological Resources	Amaltas	Cassia fistula	Plant	50227 kg	Fruit	08/09/2020 - 01/09/2023	Ayurvedic medicine
35	Biological Resources	Deodaru	Cedrus deodara	Plant	96489 kg	Stem	08/09/2020 - 01/09/2023	Ayurvedic medicine
36	Biological Resources	Patha	Cissamplos pareira	Plant	12016 kg	Stem	08/09/2020 - 01/09/2023	Ayurvedic medicine
37	Biological Resources	Gugglu black	Commiphora wightii	Plant	50793 kg	Others-Plant Exude	08/09/2020 - 01/09/2023	Ayurvedic medicine

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Sl.No	Common name	Accessed	Scientific name	Nature of biological resources	Quantity of biological resources	Part of biological resources	Time span in which the biological	Traditional use, if any
38	Biological Resources	Shankhpushpi	Convolvulus Pluricaulis	Plant	1026465 kg	Others-whole plant	08/09/2020 - 01/09/2023	Ayurvedic medicine
39	Biological Resources	Varuna	Crataeva nurvala	Plant	4296 kg	Others-Stem/Bark	08/09/2020 - 01/09/2023	Ayurvedic medicine
40	Biological Resources	Katchur	Curcuma zedoaria	Plant	37914 kg	Root	08/09/2020 - 01/09/2023	Ayurvedic medicine
41	Biological Resources	Bidang	Embelia ribes	Plant	98416 kg	Fruit	08/09/2020 - 01/09/2023	Ayurvedic medicine
42	Biological Resources	Dhatura	Datura metel	Plant	4977 kg	Seed	08/09/2020 - 01/09/2023	Ayurvedic medicine
43	Biological Resources	Vata	Ficus benghalensis	Plant	2317 kg	Others-aerial roots	08/09/2020 - 01/09/2023	Ayurvedic medicine
44	Biological Resources	Khetpapra	Fumaria parviflora	Plant	6399 kg	Others-whole plant	11/09/2020 - 01/09/2023	Ayurvedic medicine
45	Biological Resources	Indrajawa	Holarrhena antidysenterica	Plant	16865 kg	Seed	11/09/2020 - 01/09/2023	Ayurvedic medicine
46	Biological Resources	Shalparni	Desmodium gangeticum	Plant	292762 kg	Others-Whole plants	08/09/2020 - 01/09/2023	Ayurvedic medicine
47	Biological Resources	Barahikand	Dioscorea bulbifera	Plant	499892 kg	Root	08/09/2020 - 01/09/2023	Ayurvedic medicine
48	Biological Resources	Vata	Ficus benghalensis	Plant	1099 kg	Others-Stem/Bark	08/09/2020 - 01/09/2023	Ayurvedic medicine
49	Biological Resources	Udumber	Ficus racemosa	Plant	323 kg	Others-Stem/bark	08/09/2020 - 01/09/2023	Ayurvedic medicine
50	Biological Resources	Katha	Acacia catechu	Plant	1699 kg	Stem	08/09/2020 - 01/09/2023	Ayurvedic medicine
51	Biological Resources	Khadir	Acaia catechu	Plant	1699 kg	Others-Bark	08/09/2020 - 01/09/2023	Ayurvedic medicine
52	Biological Resources	Beal	Aegle marmelos	Plant	2516 kg	Fruit	08/09/2020 - 01/09/2023	Ayurvedic medicine

Sl.No	Common name	Accessed	Scientific name	Nature of biological resources	Quantity of biological resources	Part of biological resources	Time span in which the biological	Traditional use, if any
53	Biological Resources	Kulanjan	Alpinia galanga	Plant	2394 kg	Root	08/09/2020 - 01/09/2023	Ayurvedic medicine
54	Biological Resources	Talmakhana	Astrecantha longifolia	Plant	2310 kg	Seed	08/09/2020 - 01/09/2023	Ayurvedic medicine
55	Biological Resources	Dantimool	Baliospermum montenum	Plant	6438 kg	Root	08/09/2020 - 01/09/2023	Ayurvedic medicine
56	Biological Resources	Uttanganbeej	Blepharis edulis	Plant	594 kg	Seed	08/09/2020 - 01/09/2023	Ayurvedic medicine
57	Biological Resources	Indrayan	Citrus colocythis	Plant	8213 kg	Root	08/09/2020 - 01/09/2023	Ayurvedic medicine
58	Biological Resources	Talisparta	Abies webbiana	Plant	82483 kg	Leaf	08/09/2020 - 01/09/2023	Ayurvedic medicina
59	Biological Resources	Shikakai	Acacia concina	Plant	26115 kg	Fruit	08/09/2020 - 01/09/2023	Ayurvedic medicine
60	Biological Resources	Beal	Aegle marmelos	Plant	324977 kg	Others-Stem/Bark	08/09/2020 - 01/09/2023	Ayurvedic medicine
61	Biological Resources	Chhatim	Alstonia scholaris	Plant	1636 kg	Others-Stem/Bark	08/09/2020 - 01/09/2023	Ayurvedic medicine
62	Biological Resources	Rohitak	Amoora rohitaka	Plant	9201 kg	Others-Stem/bark	08/09/2020 - 01/09/2023	Ayurvedic medicine
63	Biological Resources	Neem	Azadirachta indica	Plant	70626 kg	Others-Stem/bark	08/09/2020 - 01/09/2023	Ayurvedic medicine
64	Biological Resources	Piyabasha	Barleria priontis	Plant	12402 kg	Others-whole plant	08/09/2020 - 01/09/2023	Ayurvedic medicine
65	Biological Resources	Mochras	Bombax ceiba	Plant	5942 kg	Others-Plant exude	08/09/2020 - 01/09/2023	Ayurvedic medicine
66	Biological Resources	Priyangu	Callicarpa macrophylla	Plant	14941 kg	Seed	08/09/2020 - 01/09/2023	Ayurvedic medicine
67	Biological Resources	Babul	Acacia nilotica	Plant	85254 kg	Others-Stem/Bark	08/09/2020 - 01/09/2023	Ayurvedic medicine

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Sl.No	Common name	Accessed	Scientific name	Nature of biological resources	Quantity of biological resources	Part of biological resources	Time span in which the biological	Traditional use, if any
68	Biological Resources	Dhatura	Datura metel	Plant	4977 kg	Others-whole plant	08/09/2020 - 01/09/2023	Ayurvedic medicine
69	Biological Resources	Bedarikand	Ipomea digitata	Plant	421488 kg	Root	11/09/2020 - 01/09/2023	Ayurvedic medicine
70	Biological Resources	Howber	Juniperus communis	Plant	1487 kg	Fruit	11/09/2020 - 01/09/2023	Ayurvedic medicine
71	Biological Resources	Granthiparni	Leonotis nepetaefolia	Plant	3752 kg	Root	11/09/2020 - 01/09/2023	Ayurvedic medicine
72	Biological Resources	Murbamool	Marsdenia tenacissima	Plant	5293 kg	Root	11/09/2020 - 01/09/2023	Ayurvedic medicine
73	Biological Resources	Nagkeshardana	Mesua ferrea	Plant	86750 kg	Seed	11/09/2020 - 01/09/2023	Ayurvedic medicine
74	Biological Resources	Nagkeshar phool	Mesua ferrea	Plant	2201 kg	Others-Flower	11/09/2020 - 01/09/2023	Ayurvedic medicine
75	Biological Resources	Kafal	Myreca esculenta	Plant	674 kg	Fruit	11/09/2020 - 01/09/2023	Ayurvedic medicine
76	Biological Resources	Nisoth	Operculina terpehum	Plant	69795 kg	Root	11/09/2020 - 01/09/2023	Ayurvedic medicine
77	Biological Resources	Chharila	Permalia perlata	Plant	3366 kg	Others-whole plant	11/09/2020 - 01/09/2023	Ayurvedic medicine
78	Biological Resources	Kutaki	Picirrhiza kurroa	Plant	14533 kg	Root	11/09/2020 - 01/09/2023	Ayurvedic medicine
79	Biological Resources	Karkatshringi	Pistacia integirima	Plant	248213 kg	Others-galls	11/09/2020 - 01/09/2023	Ayurvedic medicine
80	Biological Resources	Rasna patra	Pluchea lanceolata	Plant	19395 kg	Leaf	11/09/2020 - 01/09/2023	Ayurvedic medicine
81	Biological Resources	Chitrak mool	Plumbago zeylanica	Plant	182385 kg	Root	11/09/2020 - 01/09/2023	Ayurvedic medicine
82	Biological Resources	Agnimonth	Clerodendrum phlemoidis	Plant	315215 kg	Stem	08/09/2020 - 01/09/2023	Ayurvedic medicine

Sl.No	Common name	Accessed	Scientific name	Nature of biological resources	Quantity of biological resources	Part of biological resources	Time span in which the biological	Traditional use, if any
83	Biological Resources	Kali Musali	Curculigo orchoides	Plant	7867 kg	Root	08/09/2020 - 01/09/2023	Ayurvedic medicine
84	Biological Resources	Bakul	Mimusops elengi	Plant	234 kg	Others-Stem/Bark	11/09/2020 - 01/09/2023	Ayurvedic medicine
85	Biological Resources	Kutaj	Holarrhena antidysenterica	Plant	48723 kg	Others-Stem/Bark	11/09/2020 - 01/09/2023	Ayurvedic medicine
86	Biological Resources	Gurmar	Gymnema sysvestres	Plant	5249 kg	Leaf	11/09/2020 - 01/09/2023	Ayurvedic medicine
87	Biological Resources	Kapur kachri	Hedychium spicatum	Plant	238660 kg	Root	11/09/2020 - 01/09/2023	Ayurvedic medicine
88	Biological Resources	Anant mool	Hemidesmus indicus	Plant	47877 kg	Root	11/09/2020 - 01/09/2023	Ayurvedic medicine
89	Biological Resources	Basak	Justicia adhatoda	Plant	310992 kg	Leaf	11/09/2020 - 01/09/2023	Ayurvedic medicine
90	Biological Resources	Bijoysar	Pterocarpus marsupium	Plant	233610 kg	Stem	11/09/2020 - 01/09/2023	Ayurvedic medicine
91	Biological Resources	Raktachandan	Pterocarpus santalinus	Plant	3873 kg	Stem	11/09/2020 - 01/09/2023	Ayurvedic medicine
92	Biological Resources	Dadim	Punica granatum	Plant	200 kg	Fruit	11/09/2020 - 01/09/2023	Ayurvedic medicine
93	Biological Resources	Patalpatra	TRichosantues diaica	Plant	7394 kg	Others-Whole plant	14/09/2020 - 01/09/2023	Ayurvedic medicine
94	Biological Resources	Khas	Vetiveria zizanioidis	Plant	13173 kg	Fruit	14/09/2020 - 01/09/2023	Ayurvedic medicine
95	Biological Resources	Irimeed	Accacia farnesiana	Plant	2880 kg	Others-Stem/bark	08/09/2020 - 01/09/2023	Ayurvedic medicine
96	Biological Resources	Bharangi	Clerodendrum indicum	Plant	20938 kg	Stem	08/09/2020 - 01/09/2023	Ayurvedic medicine
97	Biological Resources	Peepal	Ficus religiosa	Plant	969 kg	Others-Stem/Bark	08/09/2020 - 01/09/2023	Ayurvedic medicine

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Sl.No	Common name	Accessed	Scientific name	Nature of biological resources	Quantity of biological resources	Part of biological resources	Time span in which the biological	Traditional use, if any
98	Biological Resources	Gambhar	Gmelina arborea	Plant	292211 kg	Others-Stem/Bark	11/09/2020 - 01/09/2023	Ayurvedic medicine
99	Biological Resources	Vatsanabh	Aconitum ferox	Plant	3782 kg	Root	08/09/2020 - 01/09/2023	Ayurvedic medicine
100	Biological Resources	Shirish	Albizia labback	Plant	13524 kg	Others-Stem/bark	08/09/2020 - 01/09/2023	Ayurvedic medicine
101	Biological Resources	Syonak	Oroxylum indicum	Plant	315676 kg	Others-Stem/Bark	11/09/2020 - 01/09/2023	Ayurvedic medicine
102	Biological Resources	Erand	Rocinus communis	Plant	8411 kg	Root	14/09/2020 - 01/09/2023	Ayurvedic medicine
103	Biological Resources	Kashmool	Saccharum spontaneum	Plant	63 kg	Root	14/09/2020 - 01/09/2023	Ayurvedic medicine
104	Biological Resources	Gorakmundi	Sphaeranthus indicus	Plant	33 kg	Others-Flower	14/09/2020 - 01/09/2023	Ayurvedic medicine
105	Biological Resources	Mashparni	Teramnus labialis	Plant	237283 kg	Others-Whole plant	14/09/2020 - 01/09/2023	Ayurvedic medicine
106	Biological Resources	Bahera	Terminalia belerica	Plant	684076 kg	Fruit	14/09/2020 - 01/09/2023	Ayurvedic medicine
107	Biological Resources	Haritaki chhilka	Terminalia chebula	Plant	1168258 kg	Fruit	14/09/2020 - 01/09/2023	Ayurvedic medicine
108	Biological Resources	Guduchi	Tinospora cordifolia	Plant	675666 kg	Stem	14/09/2020 - 01/09/2023	Ayurvedic medicine
109	Biological Resources	Jivanti	Leptadenia reticulata	Plant	224593 kg	Stem	14/09/2020 - 01/09/2023	Ayurvedic medicine
110	Biological Resources	Gambhar	Gmelina arborea	Plant	8000 kg	Root	14/09/2020 - 01/09/2023	Ayurvedic medicine
111	Biological Resources	Ashok*	Shorea robusta	Plant	724288 kg	Others-Stem/Bark	14/09/2020 - 01/09/2023	Ayurvedic medicine
112	Biological Resources	Arjun	Terminalia arjuna	Plant	212920 kg	Others-Stem/Bark	14/09/2020 - 01/09/2023	Ayurvedic medicine

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Sl.No	Common name	Accessed	Scientific name	Nature of biological resources	Quantity of biological resources	Part of biological resources	Time span in which the biological	Traditional use, if any
113	Biological Resources	Jamun	Syzizium cumini	Plant	325 kg	Others-Stem/Bark	14/09/2020 - 01/09/2023	Ayurvedic medicine
114	Biological Resources	Semul pushpa	Salmalia malabarica	Plant	184 kg	Others-Flower	14/09/2020 - 01/09/2023	Ayurvedic medicine
115	Biological Resources	Chandan white	Santalum album	Plant	17123 kg	Stem	14/09/2020 - 01/09/2023	Ayurvedic medicine
116	Biological Resources	Ritha	Sapindus mucorosai	Plant	16910 kg	Fruit	14/09/2020 - 01/09/2023	Ayurvedic medicine
117	Biological Resources	Kuth	Soussurea lappa	Plant	4303 kg	Root	14/09/2020 - 01/09/2023	Ayurvedic medicine
118	Biological Resources	Ballataka	Semecarpus anacardium	Plant	71 kg	Seed	14/09/2020 - 01/09/2023	Ayurvedic medicine
119	Biological Resources	Brihati	Solanum indicum	Plant	319890 kg	Stem	14/09/2020 - 01/09/2023	Ayurvedic medicine
120	Biological Resources	Prishnaparni	Uraria picta	Plant	292799 kg	Others-Whole plant	14/09/2020 - 01/09/2023	Ayurvedic medicine
121	Biological Resources	Sugandhbala	Valeriana wallichii	Plant	25068 kg	Root	14/09/2020 - 01/09/2023	Ayurvedic medicine
122	Biological Resources	Gulvanafsa	Viola odorata	Plant	26350 kg	Others-Flower	14/09/2020 - 01/09/2023	Ayurvedic medicine
123	Biological Resources	Tomer	Zanthoxylum alatum	Plant	657823 kg	Fruit	14/09/2020 - 01/09/2023	Ayurvedic medicine
124	Biological Resources	Berphal	Ziziphus jujuba	Plant	366 kg	Fruit	14/09/2020 - 01/09/2023	Ayurvedic medicine
125	Biological Resources	Nisoth	Operculina terpeuthum	Plant	27942 kg	Root	14/09/2020 - 01/09/2023	Ayurvedic medicine
126	Biological Resources	Bael	Aegle marmelos	Plant	8000 kg	Root	14/09/2020 - 01/09/2023	Ayurvedic medicine
127	Biological Resources	Padal	Stereospurmum suaveolens	Plant	8000 kg	Root	14/09/2020 - 01/09/2023	Ayurvedic medicine

Sl.No	Common name	Accessed	Scientific name	Nature of biological resources	Quantity of biological resources	Part of biological resources	Time span in which the biological	Traditional use, if any
128	Biological Resources	Agnimonth	Premna integrifolia	Plant	8000 kg	Root	14/09/2020 - 01/09/2023	Ayurvedic medicine
129	Biological Resources	Syonak	Oroxylum indicum	Plant	8000 kg	Root	14/09/2020 - 01/09/2023	Ayurvedic medicine
130	Biological Resources	Ber	Ziziphus mauritiana	Plant	36780 kg	Others- Stem/Bark	14/09/2020 - 01/09/2023	Ayurvedic medicine
131	Biological Resources	Padal	Stereospermum suaveolens	Plant	315088 kg	Others- Stem/Bark	14/09/2020 - 01/09/2023	Ayurvedic medicine
132	Biological Resources	Lodhra	Symplocos racemosa	Plant	128498 kg	Others- Stem/Bark	14/09/2020 - 01/09/2023	Ayurvedic medicine
133	Biological Resources	Shahjan	Moringa oleifera	Plant	489 kg	Others- Stem/Bark	11/09/2020 - 01/09/2023	Ayurvedic medicine

(ii) Geographical location of proposed collection

Sl.No	Name of biological resource	Source of access	Village / Panchayat	Town / Taluk	District	State	Name	Contact Details
1	Hyoscyamus niger	Trader	N/A	N/A	N/A	N/A	Nathimal rughanmal	Khari baoli, Delhi
2	Nymphaea stellata	Trader	N/A	N/A	N/A	N/A	Excel drug house	Kolkatta, West bengal
3	Martynia annua	Trader	N/A	N/A	N/A	N/A	Raj Food and Pharma	Baroda, Gujarat
4	Melia azadarach	Trader	N/A	N/A	N/A	N/A	Nathimal Rughanmal	Khari baoli, Delhi
5	Mimosa pudica	Trader	N/A	N/A	N/A	N/A	Mahadev & Co.	Muzaffarnagar, U.P.
6	Mucuna pruriens	Trader	N/A	N/A	N/A	N/A	Seva ram overseas	Khari baoli, delhi
7	Nardostachys jatamansi	Trader	N/A	N/A	N/A	N/A	Sanjay Jonpuri	Bhagalpur Bihar
8	Onosoma bracteum	Trader	N/A	N/A	N/A	N/A	Nathimal rughanmal	Khari baoli, Delhi
9	Paederia foitida	Trader	N/A	N/A	N/A	N/A	National herbs	Saharanpur, U.P.
10	Phaseolus trilobus	Trader	N/A	N/A	N/A	N/A	Shivalik jari buti Bhandar	Saharanpur, U.P.
11	Pinus spp	Trader	N/A	N/A	N/A	N/A	Nathimal rughanmal	Khari baoli, Delhi
12	Pluchea lanceolata	Trader	N/A	N/A	N/A	N/A	Sanjay Jonpuri	Bhagalpur Bihar

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Sl.No	Name of biological resource	Source of access	Town				Name	Contact Details
			Village / Panchayat	Taluk	District	State		
13	Portulaca oleracea	Trader	N/A	N/A	N/A	N/A	Nathimal rughanmal	Khari baoli, Delhi
14	Prunus cerasoides	Trader	N/A	N/A	N/A	N/A	Morex Enterprises	Kolkata Mandi
15	Psoralea corylifolia	Trader	N/A	N/A	N/A	N/A	Labdhi herbals	Raipur Chharisgarh
16	Pueraria tuberosa	Trader	N/A	N/A	N/A	N/A	Aranyak Ecoharvest Pvt. Ltd	Bhubaneswar, Odisha
17	Quercus infectoria	Trader	N/A	N/A	N/A	N/A	Seva ram overseas	Khari baoli, delhi
18	Magnifera indica	Trader	N/A	N/A	N/A	N/A	Mahadev & Co.	Muzaffarnagar, U.P.
19	Aconitum heterophyllum	Trader	N/A	N/A	N/A	N/A	Dinesh Gurbax bawa & Sons	Amritsar, Panjab
20	Andrographis paniculata	Trader	N/A	N/A	N/A	N/A	Mahadev & Co.	Muzaffarnagar UP
21	argemon maxicana	Trader	N/A	N/A	N/A	N/A	vee kay herbs	Saharanpur, Uttar Pradesh
22	Bergenia ligulata	Trader	N/A	N/A	N/A	N/A	Mahadev and Co.	Muzaffarnagar, U.P.
23	Barringtonia ecutangula	Trader	N/A	N/A	N/A	N/A	Nathimal Rughanmal	Khari baoli, Delhi
24	Buchanania latifolia	Trader	N/A	N/A	N/A	N/A	Deep Shree, Enterprises	Bhilwara Rajasthan
25	Caesalpinia sappan	Trader	N/A	N/A	N/A	N/A	Mahadev & Co.	Muzaffarnagar, U.P.
26	Celastrus paniculatus	Trader	N/A	N/A	N/A	N/A	Capital traders	Khari baoli, Delhi
27	Ferula jaeschkeana	Trader	N/A	N/A	N/A	N/A	Nathimal rughanmal	Khari baoli, Delhi
28	Alhagi pseudalhagi	Trader	N/A	N/A	N/A	N/A	Deep Shree Enterprises	Bhilwara Rajasthan
29	Argyria speciosa	Trader	N/A	N/A	N/A	N/A	Nathimal Rughanmal	Khari baoli, Delhi
30	Arnebia banthamii	Trader	N/A	N/A	N/A	N/A	Dinesh Gurbax Bawa& Sons	Amritsar, Punjab
31	Asparagus recemosus	Trader	N/A	N/A	N/A	N/A	D K herbals	Sheopur, Madhya Pradesh
32	Baughinia variegata	Trader	N/A	N/A	N/A	N/A	Human healers	Srinagar, Uttarakhand.
33	Butea monosperma	Trader	N/A	N/A	N/A	N/A	Veekay Herbs	Saharanpur, U.P.

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Sl.No	Name of biological resource	Source of access	Town / Village / Panchayat				State	Name	Contact Details
			Village / Panchayat	Taluk	District	State			
34	Cassia fistula	Trader	N/A	N/A	N/A	N/A	Shivalik jari buti Bhandar	Saharanpur, U.P.	
35	Cedrus deodara	Trader	N/A	N/A	N/A	N/A	Mahadev & co	Muzaffarnagar U.P.	
36	Cissamplos pareira	Trader	N/A	N/A	N/A	N/A	National herbs	Saharanpur, U.P.	
37	Commiphora wightii	Trader	N/A	N/A	N/A	N/A	Raj Food and Pharma	Baroda, Gujarat	
38	Convolvulus Pluricaulis	Trader	N/A	N/A	N/A	N/A	Om Prakash Aggarwal & Co	Baitu Barmer Rajasthan	
39	Convolvulus Pluricaulis	Trader	N/A	N/A	N/A	N/A	Om Prakash Aggarwal & Co	Baitu Barmer Rajasthan	
40	Crataeva nurvala	Trader	N/A	N/A	N/A	N/A	Capital traders	Khari baoli, Delhi	
41	Curcuma zedoaria	Trader	N/A	N/A	N/A	N/A	Siliguri Plantation pvt. Ltd	Siliguri, West Bangal	
42	Embelia ribes	Trader	N/A	N/A	N/A	N/A	Dinesh Gurbax Bawa & Sons	Amritsar, Panjab	
43	Datura metel	Trader	N/A	N/A	N/A	N/A	Capital traders	Khari baoli, Delhi	
44	Fumaria parviflora	Trader	N/A	N/A	N/A	N/A	Dinesh Gurbax bawa & Sons	Amritsar, Panjab	
45	Holarrhena antidysenterica	Trader	N/A	N/A	N/A	N/A	Shiv Shankar Ram	Jharkhand	
46	Holarrhena antidysenterica	Trader	N/A	N/A	N/A	N/A	Sanjay Jonpuri	Bhagalpur Bihar	
47	Desmodium gangeticum	Trader	N/A	N/A	N/A	N/A	Ashagram herbals pvt.Ltd.	Lucknow, U.P.	
48	Dioscorea bulbifera	Trader	N/A	N/A	N/A	N/A	Mahavir Jari buti	Shivpuri, Madhya pradesh	
49	Ficus benghalensis	Trader	N/A	N/A	N/A	N/A	Vee key herbs	Saharanpur, Uttar Pradesh	
50	Ficus benghalensis	Trader	N/A	N/A	N/A	N/A	Vee key herbs	Saharanpur, Uttar Pradesh	
51	Ficus racemosa	Trader	N/A	N/A	N/A	N/A	Vee key herbs	Saharanpur, Uttar Pradesh	
52	Acacia catechu	Trader	N/A	N/A	N/A	N/A	Madan mohan Ram kishan	Khari baoli, Delhi	
53	Acaia catechu	Trader	N/A	N/A	N/A	N/A	Madan mohan Ram kishan	Khari baoli, Delhi	
54	Alpinia galanga	Trader	N/A	N/A	N/A	N/A	Seva ram overseas	Khari baoli, delhi	
55	Astreantha longifolia	Trader	N/A	N/A	N/A	N/A	Nathimal Rughanmal	Khari baoli, Delhi	
56	Baliospermum montenum	Trader	N/A	N/A	N/A	N/A	International traders	Khari baoli, Delhi	

Sl.No	Name of biological resource	Source of access	Town				State	Name	Contact Details
			Village / Panchayat	Taluk	District				
57	Blepharis edulis	Trader	N/A	N/A	N/A	N/A	Sewa Ram Overseas	Khari baoli, Delhi	
58	Citrus colocynthis	Trader	N/A	N/A	N/A	N/A	Dinesh Gurbax bawa & Sons	Amritsar, Panjab	
59	Abies webbiana	Trader	N/A	N/A	N/A	N/A	Madan Mohan Ram kishan	Khari Baoli, Delhi	
60	Acacia concina	Trader	N/A	N/A	N/A	N/A	National herbs	Saharanpur, U.P.	
61	Aegle marmelos	Trader	N/A	N/A	N/A	N/A	Mahavir Jari buti	Shivpuri, Madhya pradesh	
62	Aegle marmelos	Trader	N/A	N/A	N/A	N/A	Gram mooligai Company Ltd.,	Jabalpur, Madhya pradesh	
63	Alstonia scholaris	Trader	N/A	N/A	N/A	N/A	S V Marketting	Khari Baoli Delhi	
64	Amoora rohitaka	Trader	N/A	N/A	N/A	N/A	Mahadev & Co.	Muzaffarnagar UP	
65	Azadirachta indica	Trader	N/A	N/A	N/A	N/A	Mahavir Jari buti	Shivpuri, Madhya Pradesh	
66	Barleria priontis	Trader	N/A	N/A	N/A	N/A	Jain herbs enterprises	Shivpuri, Madhya Pradesh	
67	Bombax ceiba	Trader	N/A	N/A	N/A	N/A	Sewaram Overseas	Khari baoli, Delhi	
68	Callicarpa macrophylla	Trader	N/A	N/A	N/A	N/A	Deep Shree Enterprises	Bhilwara Rajasthan	
69	Acacia nilotica	Trader	N/A	N/A	N/A	N/A	Sanjay Jonpuri	Bhagalpur, Bihar	
70	Datura metel	Trader	N/A	N/A	N/A	N/A	Capital trader	Khari baoli, Delhi	
71	Ipomea digitata	Trader	N/A	N/A	N/A	N/A	Pravinchand santilal &co.	Raipur, Chhatishgarh	
72	Juniperus communis	Trader	N/A	N/A	N/A	N/A	Sewaram Overseas	Khari baoli, Delhi	
73	Leonotis nepetaefolia	Trader	N/A	N/A	N/A	N/A	Sanjay Jonpuri	Bhagalpur Bihar	
74	Marsdenia tenacissima	Trader	N/A	N/A	N/A	N/A	Nathimal Rughanmal	Khari baoli, Delhi	
75	Mesua ferrea	Trader	N/A	N/A	N/A	N/A	Madan Mohan Ram kishan	Khari Baoli, Delhi	
76	Mesua ferrea	Trader	N/A	N/A	N/A	N/A	Madan Mohan Ram Kishan	Khari Baoli, Delhi	
77	Myreca esculenta	Trader	N/A	N/A	N/A	N/A	Capital traders	Khari baoli, Delhi	
78	Operculina terpehum	Trader	N/A	N/A	N/A	N/A	Shiv Shankar Ram	Ranchi, Jharkhand	
79	Operculina terpehum	Trader	N/A	N/A	N/A	N/A	Shiv Shankar Ram	Ranchi, Jharkhand	

38/C

Sl.No	Name of biological resource	Source of access	Town				Name	Contact Details
			Village / Panchayat	Taluk	District	State		
80	Permalia perlata	Trader	N/A	N/A	N/A	N/A	Dinesh Gurbax Bawa & Sons	Amritsar, Punjab
81	Picirrhiza kurroa	Trader	N/A	N/A	N/A	N/A	Seva ram overseas	Khari baoli, delhi
82	Pistacia integirima	Trader	N/A	N/A	N/A	N/A	Dinesh Gurbax bawa & Sons	Amritsar, Panjab
83	Pluchea lanceolata	Trader	N/A	N/A	N/A	N/A	Sanjay Jonpuri	Bagalpur Bihar
84	Plumbago zeylanica	Trader	N/A	N/A	N/A	N/A	Deep Shree Enterprises	Bhilwara Rajasthan
85	Clerodendrum phlemoidis	Trader	N/A	N/A	N/A	N/A	National herbs	Saharanpur, U.P.
86	Curculigo orchoides	Trader	N/A	N/A	N/A	N/A	International traders	Khari baoli, Delhi
87	Mimusops elengi	Trader	N/A	N/A	N/A	N/A	Capital traders	Khari baoli, Delhi
88	Gymnema sysvestres	Trader	N/A	N/A	N/A	N/A	Gram mooligai Company Ltd.	Jabalpur, Madhya pradesh
89	Hedychium spicatum	Trader	N/A	N/A	N/A	N/A	Tenta timber and herbals	Kullu, Himachal Pradesh.
90	Hemidesmus indicus	Trader	N/A	N/A	N/A	N/A	Raj Food and Pharma	Baroda, Gujarat
91	Justicia adhatoda	Trader	N/A	N/A	N/A	N/A	Shivalik jari buti Bhandar	Saharanpur, U.P.
92	Pterocarpus marsupium	Trader	N/A	N/A	N/A	N/A	Mehra drug house	Amritsar, Punjab
93	Pterocarpus santalinus	Trader	N/A	N/A	N/A	N/A	Bharti Traders	Jaipur Rajasthan
94	Punica granatum	Trader	N/A	N/A	N/A	N/A	Mahadev & Co.	Muzaffarnagar, U.P.
95	TRichosantues diaica	Trader	N/A	N/A	N/A	N/A	Capital traders	Khari baoli, Delhi
96	Vetiveria zizanioidis	Trader	N/A	N/A	N/A	N/A	National herbs	Saharanpur, U.P.
97	Accacia farnesiana	Trader	N/A	N/A	N/A	N/A	Sanjay Jonpuri	Bagalpur Bihar
98	Clerodendrum indicum	Trader	N/A	N/A	N/A	N/A	Mahavir Jari buti	Shivpuri, Madhya pradesh
99	Ficus religiosa	Trader	N/A	N/A	N/A	N/A	vee kay herbs	Saharanpur, Uttar Pradesh
100	Gmelina arborea	Trader	N/A	N/A	N/A	N/A	Mahavir Jari buti	Shivpuri, Madhya pradesh

Sl.No	Name of biological resource	Source of access	Town			State	Name	Contact Details
			Village / Panchayat	Taluk	District			
101	Gmelina arborea	Trader	N/A	N/A	N/A	N/A	Gram mooligai co. ltd.	Jabalpur, Madhya pradesh
102	Aconitum ferox	Trader	N/A	N/A	N/A	N/A	Nathimal Rughanmal	Khari baoli, Delhi
103	Albizia labback	Trader	N/A	N/A	N/A	N/A	Capital traders	Khari baoli, Delhi
104	Oroxylum indicum	Trader	N/A	N/A	N/A	N/A	Gram mooligai co. Ltd.	Jabalpur, Madhya pradesh.
105	Oroxylum indicum	Trader	N/A	N/A	N/A	N/A	Shohan lal Harshvardhan	Kolkatta, West bengal
106	Rocinus communis	Trader	N/A	N/A	N/A	N/A	Mahadev & Co.	Muzaffarnagar, U.P.
107	Saccharum spontaneum	Trader	N/A	N/A	N/A	N/A	Mahadev & Co.	Muzaffarnagar, U.P.
108	Sphaeranthus indicus	Trader	N/A	N/A	N/A	N/A	Nathimal rughanmal	Khari baoli, Delhi
109	Teramnus labialis	Trader	N/A	N/A	N/A	N/A	vee kay herbs	Saharanpur, Uttar Pradesh
110	Terminalia belerica	Trader	N/A	N/A	N/A	N/A	Alternative livelihood in village	Katni, Madhya pradesh
111	Terminalia chebula	Trader	N/A	N/A	N/A	N/A	Aranyak Ecoharvest pvt. Ltd.	Bhubaneswar, Odisha
112	Tinospora cordifolia	Trader	N/A	N/A	N/A	N/A	Ashagram herbals Pvt. Ltd.	Lucknow, Uttar Pradesh
113	Leptadenia reticulata	Trader	N/A	N/A	N/A	N/A	Raj Food and Pharma	Baroda, Gujarat
114	Shorea robusta	Trader	N/A	N/A	N/A	N/A	Shohan lal Harshvardhan	Kolkatta, West bengal
115	Terminalia arjuna	Trader	N/A	N/A	N/A	N/A	Ashish Marketing	Raipur, Chhattisgarh
116	Syzizium cumini	Trader	N/A	N/A	N/A	N/A	Capital traders	Khari baoli, Delhi
117	Salmalia malabarica	Trader	N/A	N/A	N/A	N/A	Mahadev & Co.	Muzaffarnagar, U.P.
118	Santalum album	Trader	N/A	N/A	N/A	N/A	Naresh international	Khari baoli, Delhi
119	Sapindus mucrosai	Trader	N/A	N/A	N/A	N/A	Seva ram overseas	Khari baoli, delhi
120	Soussurea lappa	Trader	N/A	N/A	N/A	N/A	The Lahoul vally Medicinal and aromatic plant cultivation Cooperative society (LMS)	Lahoul, Himachal pradesh
121	Semecarpus anacardium	Trader	N/A	N/A	N/A	N/A	International traders	Khari baoli, Delhi

Sl.No	Name of biological resource	Source of access	Town				Name	Contact Details
			Village / Panchayat	Taluk	District	State		
122	Solanum indicum	Trader	N/A	N/A	N/A	N/A	Deep Shree Enterprises	Bhilwara Rajasthan
123	Uraria picta	Trader	N/A	N/A	N/A	N/A	Ashagram herbals pvt.Ltd.	Lucknow, U.P.
124	Valeriana wallichii	Trader	N/A	N/A	N/A	N/A	Dinesh Gurbax bawa & Sons	Amritsar, Panjab
125	Viola odorata	Trader	N/A	N/A	N/A	N/A	Dinesh Gurbax bawa & Sons	Amritsar, Panjab
126	Zanthoxylum alatum	Trader	N/A	N/A	N/A	N/A	Mandala enterprises	Dirang, Arunachal Pradesh
127	Ziziphus jujuba	Trader	N/A	N/A	N/A	N/A	Nathimal rughanmal	Khari baoli, Delhi
128	Premna integrifolia	Trader	N/A	N/A	N/A	N/A	Aranyak Ecoharvest Pvt. Ltd.	Bhubaneswar, Odisha
129	Ziziphus mauritiana	Trader	N/A	N/A	N/A	N/A	Sanjay Jonpuri	Bhagalpur Bihar
130	Stereosporium suaveolens	Trader	N/A	N/A	N/A	N/A	National herbs	Saharanpur, U.P.
131	Stereosporium suaveolens	Trader	N/A	N/A	N/A	N/A	Aranyak Ecoharvest Pvt. Ltd.	Bhubaneswar, Odisha
132	Symplocos racemosa	Trader	N/A	N/A	N/A	N/A	Gram Mooligai co. Ltd	Jabalpur, Madhya pradesh
133	Moringa oleifera	Trader	N/A	N/A	N/A	N/A	vee kay herbs	Saharanpur, Uttar Pradesh

(c) Description / nature of traditional knowledge (oral / documented) : No

(d) Geographical location of the community / individual

(i) Consent obtained from the community / individual : No

(e) Name and Number of the persons authorized by the applicant for making selection

Sl.No	Name	Address	Mobile	Email
1	Dr. Pankaj Prasad Raturi	Head, Bio Resources Development, Dabur reserach & development Center, Dabur India Limited, 22 Site IV, Sahibabad, Ghaziabad, U.P. Pin 201010	7895237365	pankaj.raturi@dabur.com

(f) The purpose for which the access is requested including the type and extend of research, commercial use being derived and expected to be derived from it.

(i) Purpose for which the biological resource(s) and/ or associated knowledge is proposed to be accessed : Commercial utilization

(ii) A brief description of the research or bio-survey and bio-utilization or commercial utilization expressing the scope / intention and purpose / goals / commercial outlook : Dabur India Limited is one of the Leading Ayurvedic manufacturer in the country. The bio-resources accessed shall be utilized to manufacture Ayurvedic medicines.

(iii) Whether any collection of the resource endangers any component of biological diversity and the risks which may arise from the access. : No



ANNAMMA LIBU <annamma@nbaindia.in>

FW: [EXTERNAL] Application Form-I (INBA1202002163)-seeking clarification/information-Appl.no. 4197-reg.

Joshi Chandra Mahesh <maheshchandra.joshi@dabur.com>

Thu, Oct 29, 2020 at 3:42 PM

To: NBA Technical <techbs@nba.nic.in>

Cc: Anandhakumar <techasstb@nba.nic.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Rajesh kumar YP <absdesk6@nbaindia.org>, Raturi Prasad Pankaj Dr <pankaj.raturi@dabur.com>, "Narayan Badari S Dr." <s.narayan@dabur.com>

Dear Sir,

In connection with the queries on submitted form-1 (mentioned as subject), we are furnishing the information as attached.

Same is being couriered today, Kindly process our submission and acknowledge the receipt.

With Regards

Mahesh Chandra Joshi

DRDC

From: NBA Technical <techbs@nba.nic.in>**Sent:** 15 October 2020 14:19**To:** Khan Sharukh <sharukh.khan@dabur.com>; Raturi Prasad Pankaj Dr <pankaj.raturi@dabur.com>**Cc:** Annamma Tech exe NBA <annamma@nbaindia.in>; Rajesh kumar YP <absdesk6@nbaindia.org>; Anandhakumar <techasstb@nba.nic.in>**Subject:** [EXTERNAL] Application Form-I (INBA1202002163)-seeking clarification/information-Appl.no. 4197-reg.

[EXTERNAL]: This email originated from outside the Dabur System. Please be vigilant before responding, clicking or opening attachments. If you notice something suspicious, please report to the IT Helpdesk.

NBA/ Tech Appl/9/4197/20/20-21

(Through email only)

Dated: 15.10.2020

To

Mr.Sharukh Khan,

Executive Director – Operations,

Dabur India Limited,

8/3, Asaf Ali Road,

New Delhi, India.

Email: sharukh.khan@dabur.com

Sir,

Sub: Application Form-I (INBA12020020163)-seeking clarification/information-reg.

This has reference to the application in Form-I submitted by M/s. Dabur India Limited seeking prior approval of NBA for commercialisation.

2. For further processing of your application, it is requested to furnish the following information/documents:

- a. Copy of certificate of incorporation of the company (Dabur India Limited)
- b. At sl. no. 1 (i) of the application under type of the applicant it is provided as "Individual", whereas in the applicant column, the name of the company is filled, please clarify the discrepancy.
- c. If the application is filed in the company's name, please furnish the declaration. (*copy enclosed*)
- d. At sl. no 2 (i) of the list of bio resource, please provide the species of *Pinus* (sl.no.11), which is intended to access.
- e. Please provide the details of all the bio resources to be accessed in the following proforma for obtaining consent or otherwise from the concerned SBB.

Sl. no.	Common Name	Scientific Name	Parts	Quantity (in Kg/g)	Duration of access (Start and end date)	Source of access (Trader /institute)	Geographical location/ Name & contact address of the traders

- f. Date of commencement of commercialization.

3. You are requested to furnish the above information/document, within 10 days from the receipt of this communication.

Please acknowledge the receipt.

Yours faithfully,

K. P. Raghuram

Technical Officer (BS)

National Biodiversity Authority,

5th Floor, TICEL Bio Park,

Phase-1, CSIR Road,

Taramani, Chennai-600 113.

Disclaimer

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Dabur India Limited.



Reply to NBA 27.10.20.pdf

1269K

Ref- DRDC/2020/NBA-Oct/02
Date- 27.10.2020



To,
Mr. K P Raghuram,
National Biodiversity Authority,
5th floor, TICEL Biopark, Taramani,
Chennai - 600 013

Subject: Application in Form-I (INBA1202002163) - clarification/ information regarding.
References- Your e-mail/letter NBA/Tech. Appl/9/ 4197/20/20-21 Dated- 15.10.2020

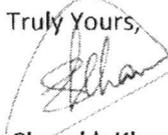
Sir,
With reference to subject and reference mentioned above, we wish to draw your consideration on following points against your queries.

- a) Copy of certificate of incorporation is enclosed here with.
- b) This application is from an entity "Dabur India Limited" (Not Individual).
- c) Declaration copy enclosed.
- d) Species of Pinus (Sl.no.11), is *Pinus roxburghii*.
- e) Detail of the bio-resources to be accessed are already provided online in prescribed table.
- f) Date of commencement is 11, September 2020.

We request you kindly process the application.

Thanking You

Truly Yours,


Sharukh Khan

Executive Director (Operations)



Dabur Research & Development Centre

Plot No. 22, Site IV, Sahibabad-201010, Ghaziabad (U.P.), India, Tel: (0120) 3378400 (30 lines) Fax : (0120) 4552645

Regd. Office; 8/3, Asaf Ali Road, New Delhi - 110 002 (India)

CIN: L24230DL1975PLC007908, Email: corpcomm@dabur.com, Website: www.dabur.com

COMPANY NO. 7908

FRESH CERTIFICATE OF INCORPORATION
CONSEQUENT OF CHANGE OF NAME

IN THE OFFICE OF THE REGISTRAR OF COMPANIES DELHI & HARYANA
(Under the Companies Act, 1956 (1 of 1956))

IN THE MATTER OF VIDOGUM AND CHEMICALS LIMITED

I hereby certify that VIDOGUM AND CHEMICALS LIMITED

which was originally incorporated on 16TH day of SEPTEMBER

One Thousand Nine Hundred and SEVENTY FIVE under the

~~Indian Companies Act, 1956~~ / Companies Act, 1956 and under the Name VISHAL CHEMICALS (INDIA) LIMITED

having duly passed the necessary resolution in terms of section 21/22(1)(a)/22(1)(b) of Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto in the Ministry of Industry, Department of Company Affairs, Office of the Registrar of Companies, Delhi & Haryana, NEW DELHI vide their letter No. POC/Approve/21/7908/26665 dated 19/09/1986 the name of the said company is

this day changed to DABUR INDIA LIMITED

and this certificate is issued pursuant to section 23(1) of the said Act.

Given under my hand at NEW DELHI 13TH day of OCTOBER One Thousand Nine Hundred EIGHTY SIX



T/ *anil's

(Signature)
(N.S. GUPTA)
ADDITIONAL REGISTRAR OF COMPANIES
DELHI & HARYANA
NEW DELHI

76/c



DECLARATION

This is to certify that "Dabur India limited" is a Company registered under the companies Act, 1956. We wish to declare the Form-1 filed online (INBA 1202002163) in the portal of National Biodiversity Authority is in the company name only as per the certificate of incorporation enclosed.




Authorised Signatory

257/c

R Stephen <stephen@nbaindia.org>

Minutes of the meetings held on 16th October and 8th Dec 2020 with M/s. Dabur- reg.

NBA Technical <techbs@nba.nic.in>

To: pankaj.raturi@dabur.com, s.narayan@dabur.com

Sat, Jul 17, 2021 at 7:41 PM

Cc: Anandhakumar <techasstb@nba.nic.in>, "K. Chitrarasu" <advisorlaw@nba.nic.in>

NBA/Tech Appl/9/1472/16/20-21/828

(only through email)

Date:16 -07-2021

To

Shri. Pankaj Prasad Raturi
Head, Bio-Resources Development,
M/s. Dabur Research & Development Centre,
Plot no. 22, Site IV,
Sahibabad -201 010
Gaziabad (U.P)
Email: pankaj.raturi@dabur.com

Sir,

Sub: Discussion on the calculation of Access and Benefit Sharing amount to be paid by the M/s Dabur India Ltd. in application nos. 1472, 1708, 3077 and 4197 – reg.

This has reference to the above mentioned subject wherein the National Biodiversity Authority had discussions with the applicant on calculation of Access and Benefit Sharing in the mentioned application numbers. The meetings were held in virtual mode on 16-09-2020 and 08-12-2020.

In this connection, please find enclosed the minutes of the meetings for your reference.

Yours faithfully,

Sd/-

(J. Justin Mohan)
Secretary, NBA

Encl.: as above

 Letter (Minues of the Meeting).pdf
1934K



National Biodiversity Authority
 राष्ट्रीय जैव विविधता प्राधिकरण
 Ministry of Environment, Forest and Climate Change, Government of India.



J. Justin Mohan, IFS
 Secretary

☎ 011-22541071

☎ 011-22541074

✉ secretary_nba@nic.in | www.nba.gov.in

3 Floor, CSIR House, IIT Delhi, New Delhi
 Lodhiana, Chhatarpur, New Delhi, India
 PIN: 110029, Tel: 011-22541071, 22541074
 Fax: 011-22541072, 22541073

NBA/Tech Appl/9/1472/16/20-21/828

Date: 4-07-2021

To

Shri. Pankaj Prasad Raturi
 Head, Bio-Resources Development,
 M/s. Dabur Research & Development Centre,
 Plot no. 22, Site IV,
 Sahibabad -201 010
 Gaziabad (U.P)
 Email: pankaj.raturi@dabur.com

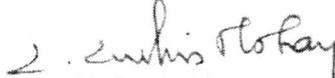
Sir,

Sub: Discussion on the calculation of Access and Benefit Sharing amount to be paid by the M/s Dabur India Ltd. in application nos. 1472, 1708, 3077 and 4197 – reg.

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In this connection, please find enclosed the minutes of the meetings for your reference.

Yours faithfully,


 (J. Justin Mohan)
 Secretary, NBA

Encl.: as above



Government of India
National Biodiversity Authority

(A statutory body under the Ministry of Environment, Forests and Climate Change, Government of India)
5th Floor, TICEL Biopark, CSIR Road, Taramani, Chennai – 600 113. Tel: +91 44 2254 2777 / 1200
Email: secretary@nba.nic.in

MINUTES OF THE MEETING DATED 16-09-2020

PRESENT: SHRI. J. JUSTIN MOHAN, IFS., SECRETARY, NBA

Subject: Discussion on the Access and Benefit Sharing amount to be paid by M/s Dabur India Ltd. in Appl. Nos. 1472, 1708, 3077 and 4197

M/s. Dabur India Ltd. (Applicant) had requested a meeting to discuss the access and benefit sharing (ABS) modalities with respect to Appl. Nos. 1472, 1708, 3077 and 4197, which was convened on 16.10.2020 at 11:30 AM in virtual mode. The Applicant was represented by Dr. Brindavanam, Dr. Badri Narayanan, Dr. Pankaj Rautri along with their legal and finance team.

Submissions by the Applicant

Dr. Badri Narayanan made a presentation about the Applicant's activities for the Ministry of AYUSH and other sectors on their use of biological resources. It was informed that the biological materials are being procured through three different sources viz., traders, contract farming and associated aggregation. It was also informed that the annual turnover of the company for the financial year 2019-2020 was around INR 6800 crores out of which INR 1000 crores in INR is attributed to the contribution of the AYUSH products. Further, the Corporate Social Responsibility (CSR) activities by the company was elaborated with examples such as promoting cultivation of threatened species by the farmers and associated institutions.

The Applicant thereafter pleaded that the NBA should fix the ABS based on the bio-resource centric approach rather than on the product purchase. In other words, the benefit sharing should be fixed on the purchase price of the raw material only.

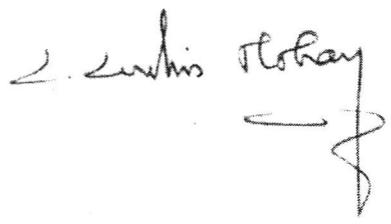
Submissions by NBA

It was explained that in certain cases ABS amount is calculated on the purchase price of the biological resources. On the contrary, the applicants have already violated the provisions of the Biological Diversity Act, 2002, by not approaching the NBA for prior approval, hence a higher percentage on the end product is fixed.

Conclusive Remarks

The applicant informed that the matter will be discussed with their senior officials and necessary action will be initiated. Further the Secretary, NBA informed that the secretariat will examine the submissions in detail and convene another meeting in due course.

The meeting was concluded at 12:15 PM.

S. Suresh Babu




Government of India
National Biodiversity Authority

(A statutory body under the Ministry of Environment, Forests and Climate Change, Government of India)
5th Floor, TICEL Biopark, CSIR Road, Taramani, Chennai – 600 113. Tel: +91 44 2254 2777 / 1200
Email: secretary@nba.nic.in

MINUTES OF THE MEETING DATED 08-12-2020

PRESENT: SHRI. J. JUSTIN MOHAN, IFS., SECRETARY, NBA

Subject: Discussion on the Access and Benefit Sharing amount to be paid by the M/s Dabur India Ltd. in Appl. Nos. 1472, 1708, 3077 and 4197

This virtual meeting was convened on 08-12-2020 at 11.00 AM to discuss the issues faced in the calculation of Access and Benefit Sharing (ABS) by M/s Dabur India Ltd. and to revise the ABS amount, which was preceded by a virtual meeting held on 16-09-2020. Shri. J. Justin Mohan, Secretary, NBA chaired the meeting which was also attended by Dr. K. P. Raghuram (Technical Officer, Benefit Sharing [TO(BS)]) and Mr. Anandhakumar (Technical Assistant). The Applicant was represented by Dr. Badri Narayanan (Head, Bio-Resources Development Group), Dr. N. B. Brindavanam (Advisor), Dr. Rautri Prasad Pankaj (Head of Dabur Nepal's Medicinal and Aromatic Plant Department) and Mr. Wahal Rohit, (Financial Planning and Analyst, Chartered Accountant).

1. Appl. No. 1472

1.1. Submissions by Technical Officer (BS)

The Technical Officer (BS), NBA, while elaborating the status of the applications stated that the first application (1472) was received on 19.12.2016 in offline mode and the same was submitted online on 22.12.2016. The application was filed for accessing 142 biological resources from 15 states for the year 2016-2017 for commercial purposes. As the Applicant had already accessed the biological resources, this application was considered under the Official Memorandum (OM) issued by the MoEFCC on 10.09.2018. This application was placed at the 48th Authority Meeting held on 29.10.2018 wherein the representatives of the company were called for the meeting. The Authority recommended the application for approval subject to fixing of higher ABS amount i.e., 5.0% on the purchase price of the raw materials. Thereafter the draft ABS agreement was sent to the Applicant on 17.08.2020.

1.2. Submissions by the Applicant

1.2.1 Dr. Badri Narayanan presented the projected ABS liability of the Applicant with NBA for the financial year 2016-2020. He requested NBA that the approach for fixing ABS should be based on resource centric manner rather than on product sale. He also submitted that the entire product will not have

100% of biological resources as other components were also involved in the production. He pleaded that the applicant be permitted to pay ABS amount based on biological resources. Further, he requested leniency pertaining to the applications filed so far, taking into account the non-monetary contributions made by the company.

- 1.2.2 Dr. Brindavanam made a plea that the Applicant would be obliged to pay 0.4% (INR 120 lakhs) of the ABS rather than 0.5% (INR 150 lakhs) pertaining to the first application submitted (App. No. 1472).

1.3. Submissions by the TO(BS), NBA

TO(BS), NBA, emphasized that the Authority while considering the violation cases under the amnesty scheme, as per the directions issued by MoEFCC, decided to fix the higher percentage uniformly to all the applications. He also informed that the draft agreement will be forwarded to the Applicant, and the latter was also asked to furnish details of biological resources collected including its geographical location.

1.4. Decisions on Appl. No. 1472

- 1.4.1 The Applicant accepted to pay the benefit sharing at 5.0% of purchase price of raw material and also requested to forward the draft agreement;
- 1.4.2 The applicant agreed to provide the required details and requested 30 days time for executing the agreement;
- 1.4.3 The NBA to send the draft agreement through electronic mode; and
- 1.4.4 The Applicant to execute the agreement within 30 days of receipt of the draft agreement and remit the ABS amount to NBA, as directed.

2. Appl. No. 1708

2.1. Submissions by Technical officer (BS)

The Technical officer (BS) informed that this application was submitted to NBA in offline mode on 21.07.2017 and later in online mode on 02.08.2017 for the access of 126 biological resources from 16 states in the year 2017-2020. This application was placed in the 48th EC on ABS which recommended approval and fixed the benefit sharing component as per the Regulation 4 of the ABS Guidelines. The same was approved by the 45th Authority meeting held on 24.07.2018. Accordingly, draft agreement was forwarded to the applicant on 16.07.2020.

2.2. Submissions by the Applicant

Dr. Brindavanam made a plea to reconsider this application also as in the first application and fix the ABS amount based on resource centric rather than product centric. He also explained about the conservation efforts taken by the company so far.

2.3. Decisions (Final Outcome) on Appl. No. 1708

The Secretary, NBA, informed that in order to reconsider the Applicant's plea for alternate arrangement for benefit sharing the company has to provide

financial statements detailing the purchase price and sale price of the product for the period of access of biological resources, year wise. The said financial statements must also highlight the monetary contribution made towards conservation of biological resources and related matters.

The Applicant to provide the details of monetary benefits shared with on the purchase price and on annual gross ex-factory sale price of the product separately for the period of access to biological resources to NBA for consideration. The applicant agreed to provide the same within one month.

3. Appl. No. 3077

3.1. Submission by Technical officer (BS)

The Technical officer (BS) informed that this application was filed under the OM issued by MoEFCC on 17.05.2019 for the accessed 25 biological resources for research purpose. This application was filed to obtain post facto approval for the research conducted on the biological resources which culminated into nine patents. As there are some vital information such as trader details, quantity, and geographical locations required from the Applicant, the same was asked for further processing of the application.

3.2. Decision (Final Outcome) on Appl. No. 3077

The Secretary, NBA clarified that the applicant's claims on certain biological resources under the Normally Traded Commodities (NTC) category. The NTC notification is only to facilitate trade of items including biological resources which are normally traded and if any of these items are intended to be used for any other purpose, the relevant provisions of the Biological Diversity Act, 2002 shall apply.

The applicant has agreed to provide requested details of the biological resources to NBA for further processing of the application.

4. Appl. No. 4197

4.1. Submission by Technical officer (BS)

The Technical officer (BS) informed that this application was filed on 15.09.2020 for accessing 133 biological resources from 12 different states for commercial utilisation for the period of 2020-2023. This application was thereafter referred to the concerned SBBs or the BMCs as the case may be.

4.2. Decision on Appl. No. ~~3077~~ 4197

On receipt of consent from SBBs, the application will be processed further.

The meeting was concluded at 12.30 PM

S. Suresh Babu

6 162



ANNAMMA LIBU <annamma@nbaindia.in>

Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

NBA Technical <techbs@nba.nic.in>

Thu, Nov 5, 2020 at 10:06 AM

To: apbb2010@gmail.com, koj.rinya@gmail.com

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>

Sir,

Kindly see the attached consultation form.

Yours faithfully,
K.P.Raghuram,
Technical Officer (BS)
National Biodiversity Authority,
5th Floor, TICEL Bio Park, CSIR Road,
Taramani, Chennai-600 113

2 attachments

 **consultation Form-Arunachal Pradesh BB.pdf**
812K

 **Online Application.pdf**
2126K



ANNAMMA LIBU <annamma@nbaindia.in>

Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

1 message

NBA Technical <techbs@nba.nic.in>

Thu, Nov 5, 2020 at 10:07 AM

To: membersec-biodiversity@gujarat.gov.in, infogbb2014@gmail.com

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>

Sir,

Kindly see the attached consultation form.

Yours faithfully,
K.P.Raghuram,
Technical Officer (BS)
National Biodiversity Authority,
5th Floor, TICEL Bio Park, CSIR Road,
Taramani, Chennai-600 113

2 attachments

 **consultation Form - Gujarat BB.pdf**
809K

 **Online Application.pdf**
2126K

160/1



ANNAMMA LIBU <annamma@nbaindia.in>

Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

1 message

NBA Technical <techbs@nba.nic.in>

Thu, Nov 5, 2020 at 10:08 AM

To: msobb@rediffmail.com

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>

Sir,

Kindly see the attached consultation form.

Yours faithfully,
K.P. Raghuram,
Technical Officer (BS)
National Biodiversity Authority,
5th Floor, TICEL Bio Park, CSIR Road,
Taramani, Chennai - 600 113

2 attachments

 **consultation Form- Odisha BB.pdf**
806K

 **Online Application.pdf**
2126K



ANNAMMA LIBU <annamma@nbaindia.in>

Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

1 message

NBA Technical <techbs@nba.nic.in>

Thu, Nov 5, 2020 at 10:09 AM

To: ms.rsbb@rajasthan.gov.in

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>

Sir,

Kindly see the attached consultation form.

Yours faithfully,
K.P.Raghuram,
Technical Officer (BS)
National Biodiversity Authority,
5th Floor, TICEL Bio Park, CSIR Road,
Taramani, Chennai-600 113

2 attachments **Consultation Form - Rajasthan BB.pdf**
799K **Online Application.pdf**
2126K



ANNAMMA LIBU <annamma@nbaindia.in>

Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

1 message

NBA Technical <techbs@nba.nic.in>

Thu, Nov 5, 2020 at 10:10 AM

To: cgmsbdb@gmail.com

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>

Sir,

Kindly see the attached consultation form.

Yours faithfully,
K.P.Raghuram,
Technical Officer (BS)
National Biodiversity Authority,
5th Floor, TICEL Bio Park, CSIR Road,
Taramani, Chennai-600 113

2 attachments **consultation Form - Chhattisgarh BB.pdf**
801K **Online Application.pdf**
2126K



ANNAMMA LIBU <annamma@nbaindia.in>

Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

1 message

NBA Technical <techbs@nba.nic.in>

Thu, Nov 5, 2020 at 10:11 AM

To: DC Rana <dc.rana04@nic.in>

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>

Sir,

Kindly see the attached consultation form.

Yours faithfully,
K.P. Raghuram,
Technical Officer (BS),
National Biodiversity Authority,
5th Floor, TICEL Bio Park, CSIR Road,
Taramani, Chennai-600 113

2 attachments **Consultation Form - Himachal Pradesh BB.pdf**
841K **Online Application.pdf**
2126K



ANNAMMA LIBU <annamma@nbaindia.in>

Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

1 message

NBA Technical <techbs@nba.nic.in>

Thu, Nov 5, 2020 at 10:11 AM

To: jkarora20@rediffmail.com, ms@pbb.gov.in

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>

Sir,

Kindly see the attached consultation form.

Yours faithfully,
K.P.Raghuram,
Technical Officer (BS)
National Biodiversity Authority,
5th Floor, TICEL Bio Park, CSIR Road,
Taramani, Chennai-600 113

2 attachments

 **Consultation Form-Punjab BB.pdf**
848K

 **Online Application.pdf**
2126K



ANNAMMA LIBU <annamma@nbaindia.in>

Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

1 message

NBA Technical <techbs@nba.nic.in>

Thu, Nov 5, 2020 at 10:12 AM

To: jbbranchi@gmail.com

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>

Sir,

Kindly see the attached consultation form.

Yours faithfully,
K.P.Raghuram,
Technical Officer (BS)
National Biodiversity Authority,
5th Floor, TICEL Bio Park, CSIR Road,
Taramani, Chennai-600 113

2 attachments

 **Consultation Form - Jharkhand BB.pdf**
785K

 **Online Application.pdf**
2126K



ANNAMMA LIBU <annamma@nbaindia.in>

Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

1 message

NBA Technical <techbs@nba.nic.in>

Thu, Nov 5, 2020 at 10:12 AM

To: MP Biodiversity Board <mpsbb@mp.gov.in>, mp_biodiversityboard@yahoo.co.in

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>

Sir,

Kindly see the attached consultation form.

Yours faithfully,
K.P.Raghuram,
Technical Officer (BS)
National Biodiversity Authority,
5th Floor, TICEL Bio Park, CSIR Road,
Taramani, Chennai-600 113

2 attachments **Consultation Form - MP BB.pdf**
801K **Online Application.pdf**
2126K



ANNAMMA LIBU <annamma@nbaindia.in>

Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

1 message

NBA Technical <techbs@nba.nic.in>

Thu, Nov 5, 2020 at 10:14 AM

To: upstatebiodiversityboard@gmail.com

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <tehasstb@nba.nic.in>

Sir,

Kindly see the attached consultation form.

Yours faithfully,
K.P. Raghuram,
Technical Officer (BS)
National Biodiversity Authority,
5th Floor, TICEL Bio Park, CSIR Road,
Taramani, Chennai-600 113

2 attachments **Consultation Form-UPBB.pdf**
803K **Online Application.pdf**
2126K



ANNAMMA LIBU <annamma@nbaindia.in>

Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

NBA Technical <techbs@nba.nic.in>

Thu, Nov 5, 2020 at 10:13 AM

To: bsbbbihar@gmail.com

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>

Sir,

Kindly see the attached consultation form.

Yours faithfully,
K.P. Raghuram,
Technical Officer (BS)
National Biodiversity Authority,
5th Floor, TICEL Bio Park, CSIR Road,
Taramani, Chennai-600 113

2 attachments

 consultation Form - Bihar BB.pdf
811K

 Online Application.pdf
2126K



ANNAMMA LIBU <annamma@nbaindia.in>

Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

NBA Technical <techbs@nba.nic.in>

Fri, Nov 6, 2020 at 6:27 PM

To: Annamma Tech exe NBA <annamma@nbaindia.in>, Rajesh kumar YP <absdesk6@nbaindia.org>

Cc: Anandhakumar <techasstb@nba.nic.in>

From: "Member Secretary, WBBB" <ms.wbbb@nic.in>

To: "NBA Technical" <techbs@nba.nic.in>

Sent: Friday, November 6, 2020 5:17:39 PM

Subject: Re: Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

Sir,

Please find the attachments on the said matter

From: "NBA Technical" <techbs@nba.nic.in>

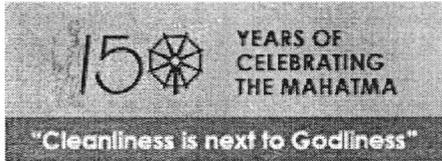
To: "Member Secretary, WBBB" <ms.wbbb@nic.in>

Cc: vinoth@nbaindia.in, annamma@nbaindia.in, "Anandhakumar" <techasstb@nba.nic.in>

Sent: Thursday, November 5, 2020 10:15:10 AM

Subject: Consultation Form seeking BMC's consent or otherwise -Appl.no.4197--reg

[Quoted text hidden]



2 attachments

 NBA DABUR cons form.pdf
681K

 NBA DABUR letter.pdf
370K



ANNAMMA LIBU <annamma@nbaindia.in>

Application Form-I (INBA1202002163)-seeking clarification/information by the WB SBB-Appl.no. 4197-reg.

NBA Technical <techbs@nba.nic.in>

Fri, Nov 27, 2020 at 1:01 PM

To: sharukh.khan@dabur.com, maheshchandra.joshi@dabur.com, pankaj.raturi@dabur.com, s.narayan@dabur.com

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>

NBA/ Tech Appl/9/4197/20/20-21

(Through email only)

Dated: 27.11.2020

To

Mr. Sharukh Khan,
Executive Director - Operations,
Dabur India Limited,
8/3, Asaf Ali Road,
New Delhi, India.
Email: sharukh.khan@dabur.com

Sir,

Sub: Application in Form I (INBA1202002163) seeking prior approval of NBA for access to biological resources for commercial utilization - seeking additional information - reg.

Ref.: Memo No.: 864 14L (Bio)-1/2014; dated 6/11/2020.

This has reference to the above cited communications, wherein your application was referred to the West Bengal State Biodiversity Board (WBSBB) for ascertaining the consent or otherwise of the BMCs. The WBSBB has requested for additional information regarding the full address and contact numbers of the traders from the where the biological resources are collected and the ambiguity of the identity of Ashok plant. A copy of their letter dated 06.11.2020 is enclosed herewith.

In this regard, you are requested to clarify the query raised by the West Bengal biodiversity board, to this office within 7 days for further process of your application.

Please acknowledge the receipt.

Yours faithfully,
K. P. Raghuram
Technical Officer (BS)
National Biodiversity Authority,
5th Floor, TICEL Bio Park,
Phase-1, CSIR Road,
Taramani, Chennai-600 113.

From: "maheshchandra joshi" <maheshchandra.joshi@dabur.com>

To: "NBA Technical" <techbs@nba.nic.in>

Cc: "Anandhakumar" <techasstb@nba.nic.in>, annamma@nbaindia.in, absdesk6@nbaindia.org, "pankaj raturi" <pankaj.raturi@dabur.com>, "s narayan" <s.narayan@dabur.com>

Sent: Thursday, October 29, 2020 3:42:28 PM

Subject: FW: [EXTERNAL] Application Form-I (INBA1202002163)-seeking clarification/information-Appl.no. 4197-reg.

Dear Sir,

In connection with the queries on submitted form-1 (mentioned as subject), we are furnishing the information as attached.

Same is being couriered today, Kindly process our submission and acknowledge the receipt.

With Regards

Mahesh Chandra Joshi

DRDC

From: NBA Technical <techbs@nba.nic.in>

Sent: 15 October 2020 14:19

To: Khan Sharukh <sharukh.khan@dabur.com>; Raturi Prasad Pankaj Dr <pankaj.raturi@dabur.com>

Cc: Annamma Tech exe NBA <annamma@nbaindia.in>; Rajesh kumar YP <absdesk6@nbaindia.org>;

Anandhakumar <techasstb@nba.nic.in>

Subject: [EXTERNAL] Application Form-I (INBA1202002163)-seeking clarification/information-Appl.no. 4197-reg.

[EXTERNAL]: This email originated from outside the Dabur System. Please be vigilant before responding, clicking or opening attachments. If you notice something suspicious, please report to the IT Helpdesk.

NBA/ Tech Appl/9/4197/20/20-21

(Through email only)

Dated: 15.10.2020

To

Mr.Sharukh Khan,

Executive Director – Operations,

Dabur India Limited,

8/3, Asaf Ali Road,

New Delhi, India.

Email: sharukh.khan@dabur.com

Sir,

Sub: Application Form-I (INBA1202002163)-seeking clarification/information-reg.

This has reference to the application in Form-I submitted by M/s. Dabur India Limited seeking prior approval of NBA for commercialisation.

ANNAMMA LIBU <annamma@nbaindia.in>

Application Form-I (INBA1202002163)-seeking clarification/information by the WB SBB-Appl.no. 4197-reg.

Raturi Prasad Pankaj Dr <pankaj.raturi@dabur.com>

Fri, Dec 4, 2020 at 1:03 PM

To: NBA Technical <techbs@nba.nic.in>

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>, Joshi Chandra Mahesh <maheshchandra.joshi@dabur.com>, "Narayan Badari S Dr." <s.narayan@dabur.com>, Khan Sharukh <sharukh.khan@dabur.com>

To

Dr. K. P. Raghuram

Technical Officer (BS)

National Biodiversity Authority,

5th Floor, TICEL Bio Park,

Phase-1, CSIR Road,

Taramani, Chennai-600 113.

Sir,

Your Ref.: Memo No.: 864 14L (Bio)-1/2014; dated 6/11/2020.

This is in response to your above query, herewith we wish to respond to the same.
Please find attached answering the queries raised.

Regards,

Dr .Pankaj Prasad Raturi

Head- Bio- Resources Development /DRDC

[Quoted text hidden]

[Quoted text hidden]

 NBA_WB letter (002).pdf
401K

195/C

Ref: DRDC/2020/NBA1/Nov01
Date- 04.12.2020



To
The Secretary,
National Biodiversity Authority,
5th Floor TICEL Biopark,
CSIR Road, Taramani,
Chennai-600113
Tamil Nadu

Subject- Application seeking prior approval of NBA for access to biological resources for commercial utilization.

Reference- NBA/Tech Appl/9/4197/20/20-21 Your email dated 27.11.2020

Dear Sir,

In context to your query in the above mentioned reference, we are submitting the additional information asked by the WBSBB.

Supplier name	Address	Contact detail
SOHANLALL HARSHVARDHAN	2nd floor	9831019124
	2, Karbala mohd street	9433002831
	Kolkata	
	Pin code: 700001	
Excel drug	18-B SUKEAS LANE	9831006942
	KOLKATA	
	Pin code: 700001	
Siliguri plantation pvt ltd. Siliguri.	H/252/373 Nivedita Road	9832068188
	Pradhan nagar	
	Darjeeling	
	Pin code: 734003	

Here we wish to clarify that all the material mentioned is from vendor source only. Regarding S. No. 111, consent is request for the plant species *Shorea robusta* (Sal). Further, we are not accessing any forest material directly

We request you to process our application for prior permission for the above species.

Thank you
With best regards
For Dabur India Ltd.

(Handwritten signature and date)
4/12/2020

(Dr. Pankaj P. Raturi)
Head- Bio-Resources Development, DRDC

Dabur Research & Development Centre

Plot No. 22, Site IV, Sahibabad-201010, Ghaziabad (U.P.), India, Tel: (0120) 3378400 (30 lines) Fax : (0120) 4552645
Regd. Office: 8/3, Asaf Ali Road, New Delhi - 110 002 (India)
CIN: L24230DL1975PLC007908, Email: corpcomm@dabur.com, Website: www.dabur.com

ANNAMMA LIBU <annamma@nbaindia.in>

Application in Form-I by M/s Dabur India Ltd.- seeking BMC's consent or otherwise- Appl.no. 4197-reg.

NBA Technical <techbs@nba.nic.in>

Fri, Dec 4, 2020 at 5:05 PM

To: "Member Secretary, WBBB" <ms.wbbb@nic.in>

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>

NBA/Tech Appl/9/4197/20/20-21

(Through email only)

Date:04.12.2020

To

The Member Secretary,
West Bengal Biodiversity Board.
Prani Sampad Unnayan Bhavan, 5th floor,
LB- II, Sector – III, Salt Lake City,
Kolkata – 700 106
Email: ms.wbbb@nic.in

Sir,

Sub: Application in Form-I by M/s Dabur India Ltd.- seeking BMC's consent or otherwise-reg.

Ref: 1. This office letter dated 05.11.2020.

2. Your letter No. WBSBB/864 14L (Bio)-1/2014, dated 06.11.2020.

This has reference to your letter dated 6.11.2020, wherein you have requested NBA to obtain certain information from the applicant and the same was communicated to the applicant. A copy of the response received from the applicant vide email dated 04.12.2020 is attached for your kind reference and request you to kindly convey the consent or otherwise of the SBB within 10 days for taking further necessary action at our end.

Please acknowledge the receipt

Yours faithfully,
K. P. Raghuram
Technical Officer (BS)
National Biodiversity Authority,
5th Floor, TICEL Bio Park, CSIR Road,
Taramani, Chennai-600 113.

 NBA_WB letter (002).pdf
401K

ABS F DESK
Reg. No: 9-13
IN 8/12 OUT 8/12



રાષ્ટ્રીય જીવ વિવિધતા પ્રાધિકરણ, ચેન્નાઈ
National Biodiversity Authority, Chennai
દાવરી સંખ્યા / Diary No: 1915
કો પ્રાપ્ત / Received On: 27/11/20

જગ/0979
27/11/20

GUJARAT BIODIVERSITY BOARD

(Government of Gujarat)

Aranya Bhavan, 'B' Wing, 5th Floor, Sector 10-A, Gandhinagar, Gujarat – 380 010

Telephone No/Fax No: 079-23257950, Email ID: infogbb2014@gmail.com

No. GBB/Legal/T-10/5197/2020-21

Dated: 11/11/2020

To,
Secretary,
National Biodiversity Authority,
TICEL Bio Park,
5th Floor, CSIR Road,
Taramani, Chennai – 600 113

Sub: - Consultation form seeking BMC's consent or otherwise reg.

Ref: - NBA letter No.:NBA/Tech.Appl/9/4197/20/20-21/3681 on dated
04.11.2020

With reference to the above subject, duly filled consultation form is attached herewith
for further necessary action.

To (BS)

(P.G. Gardi)
Member Secretary
Gujarat Biodiversity Board
Gandhinagar

Encl: Consultation Form

TABM
જગ
20/11/20
TR(A)PT

ANNAMMA LIBU <annamma@nbaindia.in>

Fwd: Consultation Form seeking BMC's consent or otherwise -Appls--reg

NBA Technical <techbs@nba.nic.in>

Tue, Dec 8, 2020 at 3:45 PM

To: Rajesh kumar YP <absdesk6@nbaindia.org>, Annamma Tech exe NBA <annamma@nbaindia.in>

Cc: Anandhakumar <tehasstb@nba.nic.in>

From: upstatebiodiversityboard@gmail.com

To: "NBA Technical" <techbs@nba.nic.in>

Cc: "J Justin Mohan" <secretary@nba.nic.in>, srcsbb@nbaindia.org

Sent: Tuesday, December 8, 2020 3:29:47 PM

Subject: Consultation Form seeking BMC's consent or otherwise -Appls--reg

Respected Sir,

Please find attached herewith the reply to application no. 2903, 2718 and 2676 for your kind information.

Warm regards,

U P State Biodiversity Board

Lucknow



UPSBB Bioresource Application.pdf

2834K

Uttar Pradesh State Biodiversity Board

(An Autonomous and Statutory/Regulatory Body under the Biological Diversity Act, 2002, GOI)
Department of Environment, Forests & Climate Change, Government of Uttar Pradesh



Letter No.: 326/17-2-1

Date: 09-12-2020

From,

Pawan Kumar Sharma,
Secretary,
U.P. State Biodiversity Board,
East wing, 'A', Block, IIIrd Floor,
PICUP Bhawan, Vibhuti Khand
Gomti Nagar, Lucknow, UP

To,

✓ Shri K.P.Raghuram,
Technical Officer (BS),
National Biodiversity Authority,
TICEL Bio Park,
5th Floor, CSIR Road,
Taramani, Chennai -600 113,
Tamil Nadu, India

Subject: Consultation Form seeking BMC's consent or otherwise-reg.

Ref: 1- Your letter no. NBA/ Tech.Appl/9/4235/20/20-21/2903 dated 20-11-2020
2- Your letter no. NBA/Tech.Appl/9//4277/20/20-21/2718 dated 06-11-2020
3- Your letter no NBA/Tech.Appl/9//4197/20/20-21/2676 dated 04-11-2020

Dear Sir,

Kindly refer to your letters mentioned above. In this regard, please find attached herewith the forms (dully filled) along with the minutes of the meeting of our expert committee for your information and necessary action.

Encl: As above.

Yours faithfully,

(Pawan Kumar Sharma)



National Biodiversity Authority

5th Floor, TICFL Biopark, CSIR Road, Taramani, Chennai - 600 113

Ref. No.: NBA/Tech Appl/9/4235/20/20-21/2963 (Only Through Email) Date: 20.11.2020

Consultation Form

(Under Section 41(2) of the Biological Diversity Act, 2002)

Part - A (Filled by NBA)

Original to be returned to NBA
Duplicate retained by SBB

To

The Member Secretary,
Uttar Pradesh Biodiversity Board,
East Wing III floor, "A" block,
PICUP Bhawan, Gomti Nagar,
Lucknow-226010, Uttar Pradesh
Email: upstatebiodiversityboard@gmail.com

Sir,

The Board is hereby requested to give its consent or other inputs to the National Biodiversity Authority, after due diligence, with regard to the particulars herein furnished within 15 days from the date of receipt of this form. If the consent/other input as requested herein is not provided by the Board within the stipulated time, the National Biodiversity Authority reserves the right to presume it as deemed consent with regard to the matter specifically referred herein.

1. Application made in Form : Form-1
2. Applicant's Name & Address : M/s. Tata Chemicals Ltd
Bombay House 24 Hemi Mody Street Fort,
Mumbai - 400001, India

Authorized Representative:-
Mr. Ramesh Kumar Verma
Sr. Manager - IPR
Tata Chemicals Ltd., Mumbai
3. Nature of work or business : Business
4. Particulars of Biological Resources to be used/accessed : *Chrysopogon zizanioides* (Vetiver) - Roots
(pg. no. 4)
5. Particulars of Traditional Knowledge to be used/accessed: - Nil
6. Geographical Location specified : Trader - Vanva Enterprises
Indira Nagar, Lucknow, Uttar Pradesh - 226016.
(page no. 4)

7. Purpose of Application
8. Brief Details of the Purpose

Commercial Utilization

Accessing the biological resources for indoor farming techniques (Aeroponics/Hydroponics) and also to sell the produce initially and later to extract the oil/extracts from the produce and sell it.

J.R. Pugh
20/11/2020

For National Biodiversity Authority

Ref. No: NBA/Ext. Appl/9/4235/20/20-21/2903 Date: 20-11-2020

Part-B (For use by SBB only)

Date of Receipt:

Name of BMC (If applicable): _____ X _____ (or)

Name of Local Body (If applicable): _____ X _____ consulted

The U.P. State Biodiversity Board after due diligence hereby gives its consent/other inputs on the above particulars referred to it by the National Biodiversity Authority.

- *Consent given without any reservation
- *Consent given with Conditions/ Reservations
- *Consent not given with reasons

For other inputs, if any please attach a separate sheet of paper.

★ Attached Separate sheet of paper of minutes of the meeting

* Strike out whichever is not applicable


 Secretary
 U.P. State Biodiversity Board
 Signature and Seal
 (Member Secretary)

(For Use by NBA only)

Date of receipt:

SBB consent given, may be placed in the EC on ABS

Observations: _____

Review Team Member _____ Review Team Leader ABS _____ Facilitation Desk - Officer _____

27/11



National Biodiversity Authority

5th Floor, TICLI, Biopark, CSIR Road, Taramani, Chennai - 600 113

Ref. No.: NBA/Tech. Appl/9/4277/20/20-21/ 2.71.8²

Date: 6.11.2020

Consultation Form
(Under Section 41(2) of the Biological Diversity Act, 2002)

Part - A (Filled by NBA)

Original to be returned to NBA
 Duplicate retained by SBB

To

The Member Secretary,
Uttar Pradesh Biodiversity Board,
East Wing III floor, "A" block,
PICUP Bhawan, Gomti Nagar,
Lucknow-226010, Uttar Pradesh
Email: upstatebiodiversityboard@gmail.com

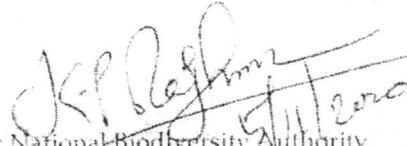
Sir,

The Board is hereby requested to give its consent or other inputs to the National Biodiversity Authority, after due diligence, with regard to the particulars herein furnished within 30 days from the date of receipt of this form. If the consent/other input as requested herein is not provided by the Board within the stipulated time, the National Biodiversity Authority reserves the right to presume it as deemed consent with regard to the matter specifically referred herein.

1. Application made in Form : Form-I
2. Applicant's Name & Address : Sun Pharmaceutical Industries Limited,
Sun House, CTS 201-B-1,
Western Express Highway Goregaon (East),
Mumbai-400063, Maharashtra
3. Nature of work or business : Manufacturer
4. Particulars of Biological Resources to be used/ accessed : Proposed to access 400000 Kg plant stem of
Jaljami- *Coccoloba hirsuta* (Pg. no. 4/9).

5. Particulars of Traditional Knowledge to be used/ accessed: Nil

6. Geographical Location specified : Procure from the Trader - MODI TRADERS, 287 Civil Line, Lalitpur-284403, Uttar Pradesh (Pg. no. 4/9).
7. Purpose of Application : Commercial Utilization.
8. Brief Details of the Purpose : Access is requested in order to collect the said plant raw material to manufacture a Phyto pharmaceutical product as medicinal preparation for the treatment of Covid-19.


For National Biodiversity Authority

Ref No: NBA/Coor-APPI/9/4277/20/20-21/2778 Date: 6-11-2020

Part-B (For use by SBB only)

Date of Receipt:

Name of BMC (If applicable): _____ X _____ (or)

Name of Local Body (If applicable): _____ X _____ consulted

The U.P. State Biodiversity Board after due diligence hereby gives its consent/other inputs on the above particulars referred to it by the National Biodiversity Authority.

- *Consent given without any reservation
- *Consent given with Conditions/ Reservations
- *Consent not given with reasons

For other inputs, if any please attach a separate sheet of paper.
 * Attached Separat sheet of paper of Minutes of the meeting.
 * Strike out whichever is not applicable


 Secretary
 U.P. State Biodiversity Board
 LUG-20W
 Signature and Seal
 (Member Secretary)

(For Use by NBA only)

Date of receipt:

SBB consent given, may be placed in the FC on ABS

Observations: _____

Team Member _____ Team Leader _____ Sectional Head _____

National Biodiversity Authority

5th Floor, TICEL Biopark, CSIR Road, Taramani, Chennai - 600 113

Ref. No.: NBA/Tech Appl/9/4197/20/20-21/2676 (Only Through Email) Date: 4.11.2020

Consultation Form

(Under Section 41(2) of the Biological Diversity Act, 2002)

Part -A (Filled by NBA)

✓ Original to be returned to NBA
Duplicate retained by SBB

To

The Member Secretary,
Uttar Pradesh Biodiversity Board,
East Wing III floor, 'A' block,
PICUP Bhawan, Gomti Nagar,
Lucknow-226010, Uttar Pradesh
Email: upstatebiodiversityboard@gmail.com

Sir,

The Board is hereby requested to give its consent or other inputs to the National Biodiversity Authority, after due diligence, with regard to the particulars herein furnished within 30 days from the date of receipt of this form. If the consent/other input as requested herein is not provided by the Board within the stipulated time, the National Biodiversity Authority reserves the right to presume it as deemed consent with regard to the matter specifically referred herein.

1. Application made in Form : Form-1
2. Applicant's Name & Address : M/s. Dabur India Ltd.
8/3 Asaf Ali Road.
New Delhi-110002

Authorized Representative:-
Mr. Shahrukh Khan
Executive Director - Operations
Dabur India Ltd, New Delhi -110002
3. Nature of work or business : Manufacturer
4. Particulars of Biological Resources to be used/accessed : List Enclosed (containing 4-14 pgs)
5. Particulars of Traditional Knowledge to be used/accessed: - Nil
6. Geographical Location specified : List Enclosed (containing 14-20 pgs)

7. Purpose of Application

1. Commercial Utilization

8. Brief Details of the Purpose

2. Accessing the biological resources for the manufacture of Ayurvedic Medicines.

A.P. Singh
21/11/2020

For National Biodiversity Authority

Ref No: NBA/ECM/9/2019/20/20-21/2676
APPL

Date: 4-11-2020

Part-B (For use by SBB only)

Date of Receipt: _____

Name of BMC (If applicable): _____ X _____ (or)

Name of Local Body (If applicable): _____ X _____ consulted

The U.P. State Biodiversity Board after due diligence hereby gives its consent/other inputs on the above particulars referred to it by the National Biodiversity Authority.

- *Consent given without any reservation
- *Consent given with Conditions/ Reservations
- *Consent not given with reasons

For other inputs, if any please attach a separate sheet of paper.

~~A~~ Attached Separate Sheet of Paper
of Minutes of the meeting.
*Strike out whichever is not applicable


Secretary
U.P. State Biodiversity Board
Signature: LUKYNOW Seal
(Member Secretary)

(For Use by NBA only)

Date of receipt: _____

SBB consent given, may be placed in the EC on ABS

Observations: _____

Review Team Member

Review Team Leader ABS

Facilitation Desk - Other

जैवसंसाधनों के प्रयोग हेतु आवेदित प्रकरणों के निस्तारण के सम्बन्ध में गठित समिति की आहूत बैठक दिनांक 04.12.2020 का कार्यवृत्त

जैवसंसाधनों के प्रयोग हेतु आवेदित प्रकरणों के निस्तारण के सम्बन्ध में गठित समिति की आहूत बैठक दिनांक 04.12.2020 को श्री पवन कुमार शर्मा, सचिव, उ०प्र० राज्य जैवविविधता बोर्ड की अध्यक्षता में बोर्ड कार्यालय, पिकप भवन, लखनऊ के सभाकक्ष में सम्पन्न हुई।

बैठक में निम्न अधिकारियों ने भाग लिया। उपस्थित अधिकारियों की सूची संलग्न है:-

1. डा. एन.एन. मेहरोत्रा, विशेषज्ञ सदस्य, उ०प्र० राज्य जैवविविधता बोर्ड, लखनऊ
 2. डा. सोमेश गुप्ता, टेक्नीकल आफिसर, उ०प्र० राज्य जैवविविधता बोर्ड, लखनऊ
- बैठक का कार्यवृत्त निम्नानुसार है:-

क्रम सं०	एजेण्डा विषय	समिति का निर्णय
01.	<p>जैवविविधता अधिनियम 2002 की धारा-41(2) के अन्तर्गत पत्रांक NBA/Tech.Appl/9/4235/20/20-21/2903 दिनांकित 20.11.2020 द्वारा माँगी गयी अनुमति (कन्सेन्ट) दिये जाने हेतु प्राप्त प्रस्ताव/आवेदन के सम्बन्ध में।</p> <p>अवगत कराना है कि राष्ट्रीय जैवविविधता प्राधिकरण, चेन्नई द्वारा जैवविविधता अधिनियम 2002 की धारा-41(2) के अन्तर्गत M/s Tata Chemical Ltd., Bombay House-24, Homi Mody Street, Forte, Mumbai- 400001 का आवेदन जैव संसाधन के वाणिज्यिक उपयोग के लिए जैव संसाधन पर पहुँच पर सहमति प्राप्त करने के लिए कन्सलटेशन फार्म-1 संलग्न कर उ०प्र० राज्य जैवविविधता बोर्ड को अग्रसारित किया गया है।</p> <p>अतः उपरोक्तानुसार प्राप्त आवेदन का जैव संसाधन के प्रयोग हेतु अनुमति/कन्सेन्ट प्रदान किये जाने हेतु अनुमोदन देना चाहें।</p>	<p>समिति द्वारा राष्ट्रीय जैवविविधता प्राधिकरण के माध्यम से प्राप्त आवेदन पर जैवसंसाधन के उपयोग हेतु निम्न शर्तों के साथ कन्सेन्ट प्रदान किये जाने के मत स्थिर किये गये:-</p> <ul style="list-style-type: none"> • उ०प्र० से प्रयुक्त सामग्री की मात्रा, उसका मूल्य व स्रोत की जानकारी भी दी जाए। • Commercial utilization की स्थिति में नियमानुसार Access Benefit Sharing भी किया जाए। • यदि इस अनुसंधान के माध्यम से IPR स्वीकृत किया जाता है तो नियमानुसार उसका हिस्सा U.P. State Biodiversity Board को भी साझा किया जाए।

<p>02 जैवविविधता अधिनियम 2002 की धारा-41(2) के अन्तर्गत पत्रांक NBA/Tech.Appl/9//4277/20/20-21/2718 दिनांकित 06.11.2020 द्वारा माँगी गयी अनुमति (कन्सेन्ट) दिये जाने हेतु प्राप्त प्रस्ताव/आवेदन के सम्बन्ध में।</p> <p>अवगत कराना है कि राष्ट्रीय जैवविविधता प्राधिकरण, चेन्नई द्वारा जैवविविधता अधिनियम 2002 की धारा-41(2) के अन्तर्गत Sun Pharmaceutical Industries Limited, Sun House, CTS 201-B/1, Western Express Highway Goregaon (East), Mumbai-400063, Maharashtra का आवेदन <u>जैव संसाधन का वाणिज्यिक उपयोग</u> के लिए जैव संसाधन पर पहुँच पर सहमति प्राप्त करने के लिए कन्सलटेशन फार्म-1 संलग्न कर उ0प्र0 राज्य जैवविविधता बोर्ड को अग्रसारित किया गया है।</p> <p>अतः उपरोक्तानुसार प्राप्त आवेदन का जैव संसाधन के प्रयोग हेतु अनुमति/कन्सेन्ट प्रदान किये जाने हेतु अनुमोदन देना चाहें।</p>	<p>समिति द्वारा राष्ट्रीय जैवविविधता प्राधिकरण के माध्यम से प्राप्त आवेदन पर जैवसंसाधन के उपयोग हेतु निम्न शर्तों के साथ कन्सेन्ट प्रदान किये जाने के मत स्थिर किये गये -</p> <ul style="list-style-type: none"> • उ0प्र0 से प्रयुक्त सामग्री की मात्रा, उसका मूल्य व स्रोत की जानकारी भी दी जाए। • Commercial utilization की स्थिति में नियमानुसार Access Benefit Sharing भी किया जाए। • यदि इस अनुसंधान के माध्यम से IPR स्वीकृत किया जाता है तो नियमानुसार उसका हिस्सा U.P. State Biodiversity Board को भी साझा किया जाए।
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<p>क. जैवविविधता अधिनियम 2002 की धारा-41(2) के अन्तर्गत पत्रांक NBA/Tech.Appl/9//4197/20/20-21/2676 दिनांकित 04.11.2020 द्वारा मॉगी गयी अनुमति (कन्सेन्ट) दिये जाने हेतु प्राप्त प्रस्ताव/आवेदन के सम्बन्ध में।</p> <p>अवगत कराना है कि राष्ट्रीय जैवविविधता प्राधिकरण, चेन्नई द्वारा जैवविविधता अधिनियम 2002 की धारा-41(2) के अन्तर्गत M/s. Dabur India Ltd., 8/3 Asaf Ali Road, New Delhi-110002 का आवेदन <u>जैव संसाधन का वाणिज्यिक उपयोग</u> के लिए जैव संसाधन पर पहुँच पर सहमति प्राप्त करने के लिए कन्सलटेशन फॉर्म-1 संलग्न कर उ0प्र0 राज्य जैवविविधता बोर्ड को अग्रसारित किया गया है।</p> <p>अतः उपरोक्तानुसार प्राप्त आवेदन का जैव संसाधन के प्रयोग हेतु अनुमति/कन्सेन्ट प्रदान किये जाने हेतु अनुमोदन देना चाहें।</p>	<p>समिति द्वारा राष्ट्रीय जैवविविधता प्राधिकरण के माध्यम से प्राप्त आवेदन पर जैवसंसाधन के उपयोग हेतु निम्न शर्तों के साथ कन्सेन्ट प्रदान किये जाने का मत स्थिर किन्टे गया:-</p> <ul style="list-style-type: none"> • उ0प्र0 से प्रयुक्त सामग्री को मात्रा उसका मूल्य व स्रोत की जानकारी भी दी जाए। • Commercial utilization की स्थिति में नियमानुसार Access Benefit Sharing भी किया जाए। • यदि इस अनुसंधान के माध्यम से IPR स्वीकृत किया जाता है तो नियमानुसार उसका हिस्सा U.P. State Biodiversity Board को भी साझा किया जाए।
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उपरोक्तानुसार समिति की बैठक सधन्यवाद सम्पन्न हुई।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. डा. एन.एन. मेहरोत्रा, विशेषज्ञ सदस्य, उ0प्र0 राज्य जैवविविधता बोर्ड, लखनऊ
2. डा. सोमेश गुप्ता, टेक्नीकल ऑफिसर, उ0प्र0 राज्य जैवविविधता बोर्ड, लखनऊ

सचिव
उत्तर प्रदेश राज्य जैवविविधता बोर्ड
लखनऊ

**Execution of agreement for Access of Biological resource for Commercial Utilization - Appl.no. 4197 - Reg**

1 message

NBA Technical <techbs@nba.nic.in>

Wed, Dec 30, 2020 at 9:44 AM

To: sharukh.khan@dabur.com, s narayan <s.narayan@dabur.com>

Cc: vinoth prabhu <vinoth@nbaindia.in>, Annamma Tech exe NBA <annamma@nbaindia.in>, Anandhakumar <techasstb@nba.nic.in>

NBA/Tech Appl/9/4197/20/20-21/3527

(only through email)

Date:29.12.2020

To

Mr Sharukh Khan,
Executive Director - Operations,
Dabur India Limited,
No. 8/3, Asaf Ali Road,
New Delhi – 110 002.
Email: sharukh.khan@dabur.com

Sir,

Sub: Execution of agreement for Access of Biological resource for Commercial Utilization (Form-I) application under Section 3 read with Section 19 (1) of the Biological Diversity Act, 2002 and Rule 14 of the Biological Diversity Rules, 2004 - reg.

Ref: Your application in Form - I received on 15.09.2020

With reference to your application cited in reference, preferred under Section 3 read with Section 19(1) of the Biological Diversity Act, 2002 and Rule 14 of the Biological Diversity Rules, 2004 for "Access to the list of 133 biological resources for commercial utilization" mentioned therein, an agreement is enclosed herewith to enable you to execute, and send two copies of stamp paper agreements (in Indian Rs. 20/- Non-Judicial Stamp Paper) duly signed at the bottom of every page of the agreement including schedules along with witness signature, within one month from the date of receipt of this letter.

Further, you are informed that, in pursuant to the coming into force of Nagoya Protocol on Access and Benefit Sharing (Nagoya Protocol), it is obligatory on each of the Party to the Protocol to provide at the time of access, a permit or equivalent document as evidence of Prior Informed Consent (PIC) and Mutually Agreed Terms (MAT) and make it available to the CBD Access and Benefit sharing Clearing House (ABS-CH). This permit or equivalent document will serve as an Internationally Recognized Certificate of Compliance (IRCC) which can be used as an evidence of access approval granted by the competent Authority as per the provisions of the Biological Diversity Act, 2002.

In view of the same, the format of permit or equivalent document is enclosed herewith. This format has columns that have an option to mark certain information as confidential in nature. It is requested that, the information which in your opinion are to be kept confidential need to be specified in this enclosed format enabling NBA to furnish only such non-confidential information with ABS-CH. This will help in strengthening the monitory mechanism of the movement of biological resources and/or associated

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knowledge between the user and the provider countries and also enhance transparency about the utilization of the biological resources. In case of non-receipt of filled IRCC format along with the signed stamp paper agreements it will be deemed that you do not require any specific information to be kept confidential by the NBA.

On receipt of the above said documents, the National Biodiversity Authority will grant approval in the form of a written agreement duly signed by the authorized officer of the Authority.

Yours faithfully,

Sd/-
(J. Justin Mohan)
Secretary, NBA

Encl.: 1. Copy of the Draft Agreement.
2. IRCC Form

2 attachments

 **FORM-I- AGREEMENT.docx**
31K

 **IRCC Form.docx**
14K



National Biodiversity Authority

राष्ट्रीय जैव विविधता प्राधिकरण

(Statutory body of Ministry of Environment, Forest and Climate Change, Government of India)

233/C



J. Justin Mohan, IFS

Secretary

+91 44 2254 1071

+91 44 2254 1074

secretary@nba.nic.in www.nbaindia.org

5th Floor, CSIR Road, TICEL Bio Park,
Taramani, Chennai - 600 113, Tamil Nadu, India.

5 वां तल, सीएसआईआर रोड, टाइसल बायो पार्क,
तरमणि, चेन्नई - 600113 तमिल नाडु, भारत.

NBA/Tech Appl/9/4197/20/20-21/3527

Date: 29.12.2020

To

Mr. Sharukh Khan,
Executive Director - Operations,
Dabur India Limited,
No. 8/3, Asaf Ali Road,
New Delhi - 110 002.
Email: sharukh.khan@dabur.com

Sir,

Sub: Execution of agreement for Access of Biological resource for Commercial Utilization (Form-I) application under Section 3 read with Section 19 (1) of the Biological Diversity Act, 2002 and Rule 14 of the Biological Diversity Rules, 2004 - reg.

Ref: Your application in Form - I received on 15.09.2020

With reference to your application cited in reference, preferred under Section 3 read with Section 19(1) of the Biological Diversity Act, 2002 and Rule 14 of the Biological Diversity Rules, 2004 for "Access to the list of 133 biological resources for commercial utilization" mentioned therein, an agreement is enclosed herewith to enable you to execute, and send two copies of stamp paper agreements (in Indian Rs. 20/- Non Judicial Stamp Paper) duly signed at the bottom of every page of the agreement including schedules along with witness signature, within one month from the date of receipt of this letter.

Further you are informed that, in pursuant to the coming into force of Nagoya Protocol on Access and Benefit Sharing (Nagoya Protocol), it is obligatory on each of the Party to the Protocol to provide at the time of access, a permit or equivalent document as evidence of Prior Informed Consent (PIC) and Mutually Agreed Terms (MAT) and make it available to the CBD Access and Benefit sharing Clearing House (ABS-CH). This permit or equivalent document will serve as an Internationally Recognized Certificate of Compliance (IRCC) which can be used as an evidence of access approval granted by the competent Authority as per the provisions of the Biological Diversity Act, 2002.

M. R. Vastan
15/12/20

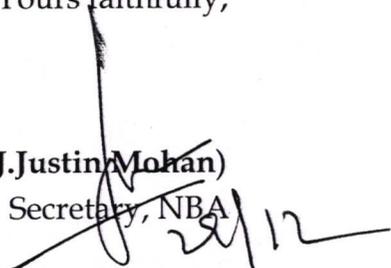
In view of the same, the format of permit or equivalent document is enclosed herewith. This format has columns that have an option to mark certain information as confidential in nature. It is requested that, the information which in your opinion are to be kept confidential need to be specified in this enclosed format enabling NBA to furnish only such non-confidential information with ABS-CH. This will help in strengthening the monitoring mechanism of the movement of biological resources and/or associated knowledge between the user and the provider countries and also enhance transparency about the utilization of the biological resources. In case of non-receipt of filled IRCC format along with the signed stamp paper agreements it will be deemed that you do not require any specific information to be kept confidential by the NBA.

On receipt of the above said documents, the National Biodiversity Authority will grant approval in the form of a written agreement duly signed by the authorized officer of the Authority.

Yours faithfully,

(J. Justin Mohan)
Secretary, NBA

Encl.: 1. Copy of the Draft Agreement.
2. IRCC Form


15/12/2000

AGREEMENT FOR ACCESS AND BENEFIT SHARING

(Form-I - Access for Commercial Utilization)

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

This Agreement is made and entered on this day of20..... at Chennai, India

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 authorized to execute this Agreement.

And

M/s. Dabur India Limited, incorporated in India having its registered office at Dabur India Limited, No. 8/3, Asaf Ali Road, New Delhi - 110 002, (hereafter the "**Applicant**"), acting through and represented by Mr. Sharukh Khan, Executive Director - Operations, being the person authorized to execute this Agreement on behalf of the Applicant as specified in Annex C.

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**") authorized 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 Applicant has submitted an application in Form I (Appl. No.4197) received on 15.09.2020 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**");

M.R. Vignarajan
15/12/20

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

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 accessing biological resources as described in **Annex A** for the purpose of commercial utilisation 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 Annexes.

2.3 Period

2.3.1 *Period of Access* - The Applicant shall obtain the approved biological resources within a period of 3 [Three] years from the effective date of this Agreement. This period of access may be extended by way of an amendment under clause 13 of this Agreement.

2.3.2 *Period of Agreement* - This Agreement shall remain in force for a period of 3 [Three] years from the effective date of this Agreement. The period of this Agreement may be extended by way of an amendment to this Agreement under clause 13 of this Agreement.

2.3.3 Notwithstanding the above, this Agreement shall remain in force until the Applicant fulfils all the obligations as required under this Agreement.

However, with respect to the benefit sharing obligations, the Applicant shall share benefits as specified under Schedule A of this

Agreement as long as the Applicant derives monetary benefits out of the utilisation of the approved quantity of biological resources.

2.4 Transfer to third party or by operation of law

The rights conferred under this Agreement and the approval granted is non-transferable and non-assignable to any third party except as provided by law.

3. Obligations of the Applicant

- 3.1** The Applicant shall share benefits as stipulated under Schedule A.
- 3.2** The Applicant shall also pay such sum, if any, as levied by the Biodiversity Management Committee(s) for accessing or collecting the approved quantity of biological resources from its/their concerned jurisdiction(s).
- 3.3** The permission granted to the Applicant is limited to that granted by the NBA in Annex-B of Schedule B of this Agreement. All other activities of the Applicant which require NBA's prior approval will need to be applied separately in the concerned Form under Rules, 2004.
- 3.4** The Applicant shall minimize environmental impacts of collecting activities.
- 3.5** The Applicant 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.
- 3.6** The Applicant shall, in the event of any material changes in the management or the shareholding of the Applicant that alters the control structure of the Applicant 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.
- 3.7** The Applicant shall have India as its first source of supply and/or cultivation of biological resources for the commercial utilization of biological resources/commercialization of IPR as the case may be.

- 3.8 The Applicant 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.
- 3.9 The Applicant shall keep all the relevant records that serve as a proof of the monetary benefits shared by the Applicant with NBA or the concerned benefit claimers as the case may be, together with supporting documents. This may be 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.
- 3.10 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.

3.11 *Status Reports*

- 3.11.1 The Applicant 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.
- 3.11.2 Non-submission of the status report within the stipulated time period in relation to commercial utilization of biological resources and/or knowledge associated thereto will be construed as a breach for which penalty may be imposed by NBA under clause 6 of this Agreement.

3.15 *Deposit of voucher specimen -*

The Applicant shall deposit the voucher specimen of biological material in the institutions notified as designated repositories by the Central Government and the receipt received from such designated repository shall be submitted to NBA within 30 days from the date of first access of the approved biological resources.

4. Fair and Equitable Benefit Sharing

- 4.1 The Applicant shall share benefits as per Schedule A in monetary mode.

- 4.2 The Applicant 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, CSIR Road, Taramani, Chennai-600 113, Tamil Nadu, India.

E-mail:- secretary@nba.nic.in

If to the Applicant:

M/s. Dabur India Limited, No. 8/3, Asaf Ali Road, New Delhi - 110 002.

With a copy to the applicant's authorized representative:

Mr. Sharukh Khan, Executive Director - Operations, Dabur India Limited, No. 8/3, Asaf Ali Road, New Delhi - 110 002.

Email: sharukh.khan@dabur.com

- 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 Applicant has committed a breach of any of the terms of this Agreement, NBA shall send a written notice to the Applicant 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 Applicant.

- 6.2 The Applicant 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 Applicant, NBA shall take into account the explanation and decide if there is a breach committed by Applicant or not. In the event that the NBA does not receive such explanation from the Applicant, NBA shall send final notice to the Applicant. If the Applicant responds within 30 days, NBA shall be taken into account the explanation and decide on the breach. If the Applicant does not respond within 30 days, the Applicant will be deemed to be in breach of this Agreement.
- 6.4 In the event that the Applicant 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 Applicant 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.
- 6.6 Notwithstanding any of the clauses above, in addition to imposition of penalty, if the breach or default committed by the Applicant amounts 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 Applicant shall comply with obligation under clause 7.3.
- 7.2 During the subsistence of this Agreement, the Applicant 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 Applicant or not. In the event of its decision to

terminate, NBA shall intimate to the applicant by way of a notice within **90 days** of making the decision. On receipt of such a notice from NBA, the applicant shall comply with clause 8.3.

7.3 Upon termination of the Agreement, the Applicant shall :

7.3.1 Immediately cease all use of biological resources.

7.3.2 Pay all outstanding dues including the benefit sharing amount and submit status report dues, if any, due until then by the Applicant 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 applicant performs activities contrary to any restriction or prohibition imposed by NBA or under the Act and Rules, 2004.

7.5 In case of death of the Applicant, before the term of this Agreement or before the termination of this Agreement due to factors mentioned in clauses above, the Agreement shall stand terminated and all the obligations of the Applicant ceases to exist.

8. Liabilities and Indemnification

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

8.2 The Applicant shall be solely responsible for any claims by third parties arising from the Applicant's 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.

8.3 The Applicant shall pay such sum for breach committed by the Applicant 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 Applicant is liable to pay as decided by the appropriate forum.

8.4 The Applicant 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 Applicant, its

employees or agents, (whether by reason of negligence or otherwise) in the performance by or on behalf of the Applicant 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 Applicant, NBA shall keep as confidential that information which is desired to be kept as confidential by the Applicant.
- 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.
- 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 10, 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.

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.

15. Annex and Schedules

- 15.1. 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.

15.2. 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 Applicant 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.

.....

.....

Signed by the Authorized person of the Authority

Signed by the Applicant

For National Biodiversity Authority

For the Applicant

Witnesses

Witnesses

1. Signature

1. Signature

Name

Name

Address

Address

2. Signature

2. Signature

Name

Name

Address

Address

SCHEDULE A - BENEFIT SHARING COMPONENT

The applicant shall pay the benefit sharing amount as per regulation 4 of the Guidelines on Access to Biological Resources and Associated Knowledge and Benefits Sharing Regulations, 2014.

SCHEDULE B - ANNEXES TO BE ATTACHED

ANNEX A - Details of biological resources and geographical locations

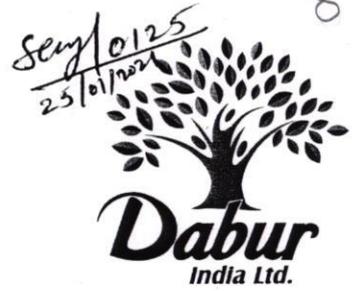
ANNEX B - Details of commercial utilization

ANNEX C- Authorization made by the Applicant (*if any*) for signing the Agreement and/or access the biological resources


29/12

240/c

8



Ref: DRDC/2021/BRD/Jan/NBA-01
Date- 20th January 2021

ABS, F DESK	
Reg. No: 6 - 27	
IN 29/1/21	OUT 29/1/21

To
The Secretary,
National Biodiversity Authority
5th Floor TICEL Bio-park, CSIR Road,
Taramani, Chennai-600113
Tamil Nadu

राष्ट्रीय जैव विविधता प्राधिकरण, चेन्नई
National Biodiversity Authority, Chennai
डायरी संख्या / Diary No : 2451
को प्राप्त / Received On: 28/1/21

Subject: Compliance to Biodiversity Act for Financial Years 2021-22, 2022-23 and 2023-24.

References:

1. Our online Application in Form-1 (INBA 12020020163) submitted on 15.09.2020
2. Your e-mail referring NBA/Tech Appl/9/4197/20/20-21/ dated 29.12.2020

Sirs,

In response to our application cited above, your kind authorities sought us to sign an agreement enclosed with your mail (cited under References). In this context we submit the following:

- To (BS)
1. The content of paragraph-2 in your letter reflected the spirit and process of Biological Diversity Act clearly. On the contrary to the concept of Mutually Agreed Terms, you have suggested us to sign an agreement with a commitment to pay ABS under Regulation-4 of Guidelines for ABS (GSR-827).

1.1. We are in fact, perplexed with the conflicts of expressions made in Paragraphs 1 and 2 of the above communication.

- 26/1/21
2. We wish to reiterate our earlier stance that, we would be always willing to meet our financial obligations on the basis of a Resource Centric approach (as envisaged under Regulation-3 of the Guideline, GSR827). We take the following grounds to support our approach:

30
29/1/21

- 2.1. The Ex-factory sale price of our products (Ayurvedic medicines/ healthcare and personal care products) reflects sum-total of many other factors besides the biological resources for which, our application is submitted. These factors include but not limited to, other species listed as NTAC under Section-40, packaging materials made-up of polymer/ glass/ paper board etc, pharmaceutical excipients and constituents like water.

Dabur Research & Development Centre

Plot No. 22, Site IV, Sahibabad-201010, Ghaziabad (U.P.), India, Tel: (0120) 3378400 (30 lines) Fax : (0120) 4552645
Regd. Office: 8/3, Asaf Ali Road, New Delhi - 110 002 (India)
CIN: L24230DL1975PLC007908, Email: corpcomm@dabur.com, Website: www.dabur.com

LEOM

- 2.2. In the context of a finished product, all these constituents are inter-dependent, inevitable and equally important. Technically they cannot be discriminated being important and unimportant or primary and secondary groups.
- 2.3. Given this complexity- it would go beyond to logic to consider "ex-factory sale price" as basis for Benefit sharing.
- 2.4. Over and above, the choice of opting for ABS modalities under Regulation- (Product centric modalities of ABS) entirely wrests with the applicant. Authority has no significant role in or imposing this particular mode upon the applicant.
3. We firmly believe that the concept of "fair and equitable benefit sharing" (as envisaged under the Act and also the CBD treaty)-was adequately considered while drafting the Existing Guidelines. We understand that this guideline was notified after prolonged and in-depth deliberations at various levels. Given this fact, "resource centric approach" need not be dissected further while considering the choice of ABS modalities by the applicant.

Therefore, we earnestly request you to avoid process delays on this account and allow us to sign the agreement with Resource Centric Option @ 3% in the Schedule attached to the draft.

Thanking you and Best Regards,

Your Sincerely

(Authorized Signatory)



270/c 9

ABS FLECK	
Reg. No. 33 - 3	
IN 29/9	OUT 30/9



Ref: DRDC/2021/BRD/A20-21/N-16
Date- 23rd September, 2021

The Secretary,
National Biodiversity Authority
5th Floor TICEL Bio-park,
CSIR Road, Taramani,
Chennai-600113
Tamil Nadu

राष्ट्रीय जैव विविधता प्राधिकरण, चेन्नई
National Biodiversity Authority, Chennai
डायरी संख्या / Diary No : 1273
को प्राप्त / Received On: 27/9/21

Subject- Submission of Form A (For 2020-21) under section 24 of the Biological Diversity Act, 2002.

(4192)

Reference: Our online Form-1 submission bearing number INBA1202002163 dated 15th September 2020.

Dear Sir,

We are hereby submitting Form-A towards the actual utilization of Bio-resources during the year 2020-21. We also request you to finalize the further course towards fulfilment of ABS obligations.

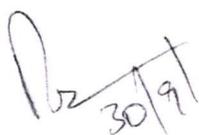
To/BRD

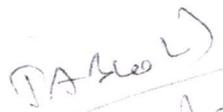
Thank you
With Regards
(For Dabur India Ltd.)


(Sharukh Khan)
Executive Director – Operations




28/8


30/9/21


48/9/21

Dabur Research & Development Centre

FORM-A

(See Regulation 2)

Information to be furnished for use of biological resources by the applicant

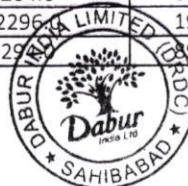
(Self disclosure)

Financial Year 2020-21

Specific Purpose of access- (whether for trade or manufacturing)

Manufacturing Ayurvedic Medicine

Annual Volume of Herbs Procured During Financial Year 2020-21								
S.no.	Botanical name	common name	Part used	Consumption (in Kg)	Rates Rs/Kg	Value in Rs.	Source (State)	vendor Details
1	<i>Abies webbiana</i>	Talispatra	Leaves	29644.0	130.0	38,53,720.00	Delhi	Madan mohan ram kishan
2	<i>Acacia catechu</i>	katha	Stem	648.0	900.0	5,83,200.00	Delhi	Madan mohan ram kishan
3	<i>Acacia catechu</i>	Khadir	Bark	48559.0	27.0	13,11,093.00	Delhi	Madan mohan ram kishan
4	<i>Acacia concina</i>	Shikakai	Fruit/Fruit Part	9152.0	95.0	8,69,440.00	Delhi	Sewa ram overseas(india) pvt ltd
5	<i>Acacia farnesiana</i>	Irimed chhal	Bark	485.0	51.0	24,735.00	Delhi	Nathimal rугanmal
6	<i>Acacia nilotica</i>	Babul chhal	Bark	39739.0	21.0	8,34,519.00	Bihar	Sanjay kumar jonpuri
7	<i>Aconitum ferox</i>	Vatsanabh	Root	961.0	479.0	4,60,319.00	Delhi	Nathimal rугanmal
8	<i>Aconitum heterophyllum</i>	Atich	Root	1158.0	4244.0	49,14,552.00	Punjab	Dinesh gurbax bawa sons
9	<i>Aegle marmelos</i>	Bel chhal	Bark	162320.0	26.0	42,20,320.00	Uttar Pradesh	Shivalik jadi booti bhandar
10	<i>Aegle marmelos</i>	Belgiri	Fruit/Fruit Part	714.0	36.5	26,061.00	Uttar Pradesh	Shivalik jadi booti bhandar
11	<i>Albizia labback</i>	Shirish chhal	Bark	3677.0	26.0	95,602.00	Delhi	Nathimal rугanmal
12	<i>Alhagi pseudalhagi</i>	Jawasa	Whole plant	26598.0	24.8	6,59,630.40	Rajasthan	Deep shree
13	<i>Alpinia galanga</i>	Kulanjana	Root	1539.0	142.0	2,18,538.00	Rajasthan	M D Herbals Foods
14	<i>Alstonia scholaris</i>	Chhatim chhal	Bark	639.0	88.0	56,232.00	Delhi	Nathimal rугanmal
15	<i>Amoora rohitaka</i>	Rohitik chhal	Bark	4131.0	28.0	1,15,668.00	Delhi	Nathimal rугanmal
16	<i>Andographis paniculata</i>	Kalmegh	Whole plant	1533.0	38.0	58,254.00	Rajasthan	M D Herbals Foods
17	<i>Argemone maxicana</i>	Swarn kshiri	Whole plant	152.0	40.0	6,080.00	Uttar Pradesh	Vee kay herbs
18	<i>Argyria speciosa</i>	Bidhara mool	Root	1504.0	28.0	42,112.00	Rajasthan	M D Herbals Foods
19	<i>Arnebia banthemii</i>	Ratanjyot	Root	24425.0	249.0	60,81,825.00	Delhi	S S Overseas India
20	<i>Asparagus racemosus</i>	Satawari	Root	288966.0	181.0	5,23,02,846.00	Madhya Pradesh	D K herbal
21	<i>Asteracantha longifolia</i>	Talmakhana beej	Seed	802.0	364.0	2,91,928.00	Delhi	International traders
22	<i>Azadirachta indica</i>	Neem chhal	Bark	14053.0	21.0	2,95,113.00	Madhya Pradesh	Sh mahavir jadibooti ayurved bhawan
23	<i>Baliospermum montanum</i>	Dantimool	Root	2222.0	83.0	1,84,426.00	Uttar Pradesh	Vee kay herbs
24	<i>Barleria prionitis</i>	Piyabasha	Whole plant/Plant Part	36014.0	36.0	12,96,504.00	Rajasthan	M D Herbals Foods
25	<i>Barringtonia acutangula</i>	Hizal seeds	Fruit/Fruit Part	212.0	77.0	16,324.00	Delhi	Sewa ram overseas(india) pvt ltd
26	<i>Bauhinia variegata</i>	Kachnar chhal	Bark	1244.0	30.0	37,320.00	Uttar Pradesh	Vee kay herbs
27	<i>Bergenia ligulata</i>	Pashanbhed	Root	395.0	108.0	42,660.00	Delhi	International traders
28	<i>Blepharis edulis</i>	Uttangan beej	Seed	264.0	621.0	1,63,944.00	Delhi	Sewa ram overseas(india) pvt ltd
29	<i>Bombax ceiba</i>	Mochras	Plant extract/Exude	2296.0	190.0	4,36,240.00	Delhi	Sewa ram overseas(india) pvt ltd
30	<i>Buchanania latifolia</i>	Chiranji dana	Seed	2990.0	69.0	2,61,660.00	Delhi	Nathimal rугanmal



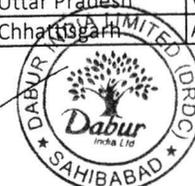
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S.no.	Botanical name	common name	Part used	Consumption (in Kg)	Rates Rs/Kg	Value in Rs.	Source (State)	vendor Details
31	<i>Butea monosperma</i>	Palas seeds	Seed	15630.0	32.0	5,00,160.00	Chhattisgarh	Labdhi herbals
32	<i>Caesalpinia sappns</i>	Patang	Stem	66.0	224.0	14,784.00	Uttar Pradesh	Mahadev & co
33	<i>Callicarpa macrophylla</i>	Priyangu	Flower	5563.0	96.0	5,34,048.00	Rajasthan	Deep shree
34	<i>Cedrus deodara</i>	Deodaru dust	Stem	37372.0	25.0	9,34,300.00	Punjab	K.k traders
35	<i>Celastrus paniculatus</i>	Malkagini	Seed	113.0	196.0	22,148.00	Delhi	International traders
36	<i>Cissampelos pareira</i>	Patha	Whole plant/Plant Part	4705.0	31.0	1,45,855.00	Delhi	Nathimal rukanmal
37	<i>Citrullus colocynthis</i>	Indrayan mool	Root	2695.0	47.0	1,26,665.00	Rajasthan	M D Herbals Foods
38	<i>Clerodendrum indicum</i>	Bharangi	Bark	8467.0	74.0	6,26,558.00	Delhi	Sewa ram overseas(india) pvt ltd
39	<i>Clerodendrum phlemaidis</i>	Agnimonth	Whole plant/Plant Part	128534.0	21.0	26,99,214.00	Uttar Pradesh	National herbs (india)
40	<i>Commiphora wightii</i>	Gugglu black	Plant extract/Exude	15610.0	1223.0	1,90,91,030.00	Delhi	Nathimal rukanmal
41	<i>Convolvulus pluricaulis</i>	Shankh pushpi	Whole plant/Plant Part	375372.0	37.0	1,38,88,764.00	Uttar Pradesh	Shivalik jadi booti bhandar
42	<i>Cratava nurvala</i>	Barun chhal	Bark	1318.0	92.0	1,21,256.00	Delhi	Capital traders
43	<i>Curculigo orchioides</i>	Mushali black	Root	3650.0	296.0	10,80,400.00	Delhi	International traders
44	<i>Curcuma zedoaria</i>	Katchur	Root	21824.0	44.0	9,60,256.00	Delhi	Nathimal rukanmal
45	<i>Datura metel</i>	Dhatoor panchang	Whole plant/Plant Part	1394.0	30.0	41,820.00	Delhi	Capital traders
46	<i>Datura metel</i>	Dhatoor seeds	Seed	208.0	128.0	26,624.00	Delhi	Capital traders
47	<i>Desmodium gangeticum</i>	Salparni	Whole plant/Plant Part	156059.0	22.0	34,33,298.00	Uttar Pradesh	Vee kay herbs
48	<i>Dioscorea bulbifera</i>	Barahikand	Root	279365.0	37.0	1,03,36,505.00	Uttar Pradesh	Shivalik jadi booti bhandar
49	<i>Embelia ribes</i>	Bedang	Fruit/Fruit Part	36565.0	432.0	1,57,96,080.00	Punjab	Dinesh gurbax bawa sons
50	<i>Ferula jaeschkeana</i>	Hingupatri	Fruit/Fruit Part	309.0	119.0	36,771.00	Delhi	Nathimal rukanmal
51	<i>Ficus bengalensis</i>	Bat chhal	Bark	292.0	35.0	10,220.00	Delhi	Nathimal rukanmal
52	<i>Ficus bengalensis</i>	Batjata	Root	548.0	41.0	22,468.00	Delhi	Nathimal rukanmal
53	<i>Ficus racemosa</i>	Udumber chhal	Bark	109.0	30.0	3,270.00	Uttar Pradesh	Vee kay herbs
54	<i>Ficus religiosa</i>	Pipal chhal	Bark	256.0	28.0	7,168.00	Uttar Pradesh	Vee kay herbs
55	<i>Fumaria parviflora</i>	Khet papra	Whole plant/Plant Part	4178.0	40.0	1,67,120.00	Delhi	Sewa ram overseas(india) pvt ltd
56	<i>Gmelina arborea</i>	Gambhar chhal	Bark	155675.0	57.0	88,73,475.00	Uttar Pradesh	Shivalik jadi booti bhandar
57	<i>Gymnema sylvestre</i>	Gurmar leaves	leaves	924.0	135.0	1,24,740.00	Delhi	International traders
58	<i>Hedychium spicatum</i>	Kapur kachri	Root	70445.0	113.0	79,60,285.00	Uttar Pradesh	National herbs (india)
59	<i>Hemidesmus indicus</i>	Anantmool	Root	17539.0	611.5	1,07,25,098.50	Bwest Bangal	Excel drug house
60	<i>Holarrhena antidysenterica</i>	Indrajawa	Seed	6454.0	219.0	14,13,426.00	Delhi	Nathimal rukanmal
61	<i>Holarrhena antidysenterica</i>	Kutaj chhal	Bark	19328.0	33.0	6,37,824.00	Jharkhand	Shiv shankar ram
62	<i>Hyoscyamus niger</i>	Khurasani ajawain	Seed	209.0	155.0	32,395.00	Delhi	Nathimal rukanmal
63	<i>Ipomea digitata</i>	Bedarikand	Root	226805.0	79.0	1,79,17,595.00	Delhi	Nathimal rukanmal
64	<i>Juniperus communis</i>	Howber	Fruit/Fruit Part	505.0	120.0	60,600.00	Delhi	Nathimal rukanmal
65	<i>Justicia adhatoda</i>	Basak leaves	Leaves	175515.0	23.0	40,36,845.00	Uttar Pradesh	Shivalik jadi booti bhandar
66	<i>Leonotis nepetaefolia</i>	Granthiparni	Root	1600.0	44.0	70,400.00	Bihar	Sanjay kumar jonpuri
67	<i>Magnifera indica</i>	Amra chhal	Bark	183.0	16.0	2,922.69	Uttar Pradesh	Vee kay herbs
68	<i>Marsdenia tenacissima</i>	Murbamool	Root	2290.0	53.0	1,21,370.00	Delhi	Nathimal rukanmal
69	<i>Martynia annua</i>	Kaknasha	Seed	104263.0	37.0	38,57,731.00	Madhya Pradesh	Sh mahavir jadibooti ayurved bhawan
70	<i>Melia azadarach</i>	Mahaneem beej	Seed	600.0	42.0	25,200.00	Delhi	Nathimal rukanmal
71	<i>Mesua ferrea</i>	Nag keshar dana	Seed	1510.0	366.0	5,52,660.00	Delhi	Nathimal rukanmal
72	<i>Mesua ferrea</i>	Nag keshar phool	Flower	3205.0	105.0	33,65,775.00	Delhi	Nathimal rukanmal



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S.no.	Botanical name	common name	Part used	Consumption (in Kg)	Rates Rs/Kg	Value in Rs.	Source (State)	vendor Details
73	<i>Mimosa pudica</i>	Lajwanti	Whole plant/Plant Part	188.0	99.0	18,612.00	Delhi	Nathimal ruganmal
74	<i>Mimusops elengi</i>	Bakul chhal	Bark	712.0	102.0	72,624.00	Uttar Pradesh	Mahadev & co
75	<i>Moringa oleifera</i>	Shahijan chhal	Bark	114.0	40.0	4,560.00	Delhi	Sewa ram overseas(india) pvt ltd
76	<i>Mucuna pruriens</i>	Alkushi	Seed	1495.0	78.0	1,16,610.00	Delhi	Sewa ram overseas(india) pvt ltd
77	<i>Myreca esculenta</i>	Kaifal	fruit	259.0	59.0	15,281.00	Delhi	Sewa ram overseas(india) pvt ltd
78	<i>Nardostachys jatamansi</i>	Jatamanshi	Root	1666.0	822.0	13,69,452.00	Delhi	Nathimal ruganmal
79	<i>Nymphaea stellata</i>	Neel kamal	Flower	139978.0	92.0	1,28,77,976.00	Uttar Pradesh	Shivalik jadi booti bhandar
80	<i>Onosoma bracteum</i>	Gawzaban	Whole plant/Plant Part	71.0	215.0	15,265.00	Delhi	Sewa ram overseas(india) pvt ltd
81	<i>Operculina turpethum</i>	Nisoth	Root	25920.0	130.0	33,69,600.00	Uttar Pradesh	Mahadev & co
82	<i>Oroxylum indicum</i>	Sona chhal	Bark	163711.0	70.0	1,14,59,770.00	Delhi	Sewa ram overseas(india) pvt ltd
83	<i>Paederia foitida</i>	Prasarini	Whole plant/Plant Part	13040.0	88.0	11,47,520.00	Rajasthan	M D Herbals Foods
84	<i>Permalia perlata</i>	Chharila	Flower	1018.0	247.0	2,51,446.00	Delhi	Nathimal ruganmal
85	<i>Phaseolus trilobus</i>	Mudgaparni	Whole plant/Plant Part	135292.0	15.0	20,29,380.00	Uttar Pradesh	Vee kay herbs
86	<i>Picrohiza kurroa</i>	Kutaki	Root	5341.0	1230.0	65,69,430.00	Delhi	Sewa ram overseas(india) pvt ltd
87	<i>Pinus spp.</i>	Keharva	Plant extract/Exude	77.0	1075.0	82,775.00	Delhi	Nathimal ruganmal
88	<i>Pistacia integerrima</i>	Karkatshringi	Fruit/Fruit Part	138816.0	514.0	7,13,51,424.00	Punjab	Dinesh gurbax bawa sons
89	<i>Pluchea lanceolata</i>	Rashna	Root	7398.0	112.0	8,28,576.00	Bihar	Sanjay kumar jonpuri
90	<i>Pluchea lanceolata</i>	Rashna patra	leaves	5390.0	31.0	1,67,090.00	Bihar	Sanjay kumar jonpuri
91	<i>Plumbago zeylanica</i>	Chitrakmool	Whole plant/Plant Part	67131.0	110.0	73,84,410.00	Delhi	Nathimal ruganmal
92	<i>Portulaca oleracea</i>	Khurpa seed	Seed	71.0	124.0	8,804.00	Uttar Pradesh	Mahadev & co
93	<i>Prunus cerasoides</i>	Padma kashth	Stem	5100.0	49.0	2,49,900.00	West Bengal	Morex india
94	<i>Psoralea corylifolia</i>	Bakuchi seed	Seed	7398.0	66.0	4,88,268.00	Delhi	Nathimal ruganmal
95	<i>Pterocarpus marsupium</i>	Bejoy shar	Stem	185558.0	40.0	74,22,320.00	Punjab	Mehra drug house
96	<i>Pterocarpus santalinus</i>	Chandan red	Stem scrap	1311.0	318.0	4,16,898.00	Rajasthan	Bharti traders
97	<i>Pueraria tuberosa</i>	Vidarikand (pueraria)	Root/Tubers	194617.0	48.0	93,41,616.00	Delhi	Nathimal ruganmal
98	<i>Punica granatum</i>	Dalim sal	Fruit/Fruit Part	692.0	45.0	31,140.00	Uttar Pradesh	Mahadev & co
99	<i>Quercus infectoria</i>	Mayphal	Fruit/Fruit Part	1026.0	362.0	3,71,412.00	Delhi	Nathimal ruganmal
100	<i>Ricinus communis</i>	Erand	Root	2554.0	26.0	66,404.00	Rajasthan	M D Herbals Foods
101	<i>Saccharum spontaneum</i>	Kashmool	Root	38.0	36.0	1,368.00	Rajasthan	M D Herbals Foods
102	<i>Salmalia malabarica</i>	Semul pushpa	Flower	62.0	45.0	2,787.75	Delhi	Nathimal ruganmal
103	<i>Santalum album</i>	Chandan white	Stem	6493.0	2888.0	1,87,51,784.00	Rajasthan	Bharti traders
104	<i>Sapindus mucorosai</i>	Ritha	Fruit/Fruit Part	6667.0	102.0	6,80,034.00	Delhi	Sewa ram overseas(india) pvt ltd
105	<i>Saussurea lappa</i>	Kuth (saussurea)	Roots	2207.0	297.0	6,55,479.00	Punjab	Mehra drug house
106	<i>Semecarpus anardium</i>	Ballataka	Seed	40.0	1423.0	56,920.00	Delhi	International traders
107	<i>Shorea robusta*</i>	Ashok/ Shal	Bark	289239.0	14.0	40,49,346.00	Bihar	Sanjay kumar jonpuri
108	<i>Solanum indicum</i>	Brihati	Whole plant/Plant Part	165581.0	18.0	29,80,458.00	Uttar Pradesh	Shivalik jadi booti bhandar
109	<i>Sphaeranthus indicus</i>	Gorakhmundi	Flower	5.0	31.0	155.00	Delhi	Nathimal ruganmal
110	<i>Stereosporium suaveolens</i>	Parul/Padal	Bark	163479.0	20.0	32,69,580.00	Uttar Pradesh	Shivalik jadi booti bhandar
111	<i>Symplocos racemosa</i>	Lodhra chhal	Bark	46803.0	51.0	23,86,953.00	Jharkhand	Shiv shankar ram
112	<i>Syzyium cumini</i>	Jamun	Bark	124.0	87.0	10,788.00	Uttar Pradesh	Mahadev & co
113	<i>Teramnus labialis</i>	Mashparni	Whole plant/Plant Part	135292.0	15.0	20,29,380.00	Uttar Pradesh	Vee kay herbs
114	<i>Terminalia arjuna</i>	Arjun	Bark	66783.0	28.0	18,69,924.00	Chhattisgarh	Ashish marketing



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S.no.	Botanical name	common name	Part used	Consumption (in Kg)	Rates Rs/Kg	Value in Rs.	Source (State)	vendor Details
115	<i>Terminalia belerica</i>	Bahera	Fruit rind	209304.0	37.0	77,44,248.00	Delhi	Sewa ram overseas(india) pvt ltd
116	<i>Terminalia chebula</i>	Haritaki chhilka	Fruit/Fruit Part	477373.0	50.0	2,38,68,650.00	Rajasthan	Deep shree
117	<i>Tinospora cordifolia</i>	Guruchi	Stem	304135.0	39.0	1,18,61,265.00	Uttar Pradesh	Ashagram herbals (opc) pvt ltd
118	<i>Trichosanthes dioica</i>	Patal patra	Whole plant	2927.0	42.0	1,22,934.00	Uttar Pradesh	Vee kay herbs
119	<i>Uraria picta</i>	Prishnaparni	Whole plant/Plant Part	153081.0	30.0	45,92,430.00	Uttar Pradesh	Shivalik jadi booti bhandar
120	<i>Valeriana wallichii</i>	Sugandhbala	Root	715.0	430.0	3,07,450.00	Punjab	Dinesh gurbax bawa sons
121	<i>Vetiveria zizanioidis</i>	Khus	Root	3862.0	127.0	4,90,474.00	Uttar Pradesh	National herbs (india)
122	<i>Viola odorata</i>	Gulabanafasa	Flower	8630.0	937.0	80,86,310.00	Punjab	Dinesh gurbax bawa sons
123	<i>Zanthoxylum alatum</i>	Tomar seed	Seed	246951.0	317.0	7,82,83,467.00	Punjab	Dinesh gurbax bawa sons
124	<i>Ziziphus mauritiana</i>	Bair chal	Bark	21408.0	24.0	5,13,792.00	Bihar	Sanjay kumar jonpuri
125	<i>Zyziphus jujuba</i>	Ber phal (kola)	Fruit	96.0	113.0	10,848.00	Delhi	Nathimal ruganmal
				60,37,680.95		52,03,21,377.34		

Note-

* *Shorea robusta* is used as a substitute of *Saraca indica*

Details of species may differ in form I and form A

Supplies of biological resources from cultivated sources during FY 2020-21 : Annexure-I

Details of cultivation sites during the FY 2020-21: Annexure- I(A)

Supplies of Biological Resources from Organised sources during FY 2020-21: Annexure-II

Material is purchased from multiple sources, one source is mentioned for illustration.



Supply from cultivated sources during the year 2020-21

S.N.	Botanical name	Common name	Part used	Volume (Kg)	Rates/Kg	Value (Rs.)	State	Vendor details
1	<i>Aconitum ferox</i>	Vatshnabh	Roots	214.0	279.0	59,706.0	Uttarakhand	Human Healers
2	<i>Asparagus racemosus</i>	Satavery	Roots	3000.0	181.0	5,43,000.0	U.P.	NMP Farmers Producer company
3	<i>Saussurea lappa</i>	Kuth	Roots	300.0	297.0	89,100.0	Uttarakhand	Human Healers
4	<i>Uraria picta</i>	Prishnaparni	whole plant	2978.0	62.0	1,84,636.0	U.P.	NMP Farmers Producer company
		Total		6,492.0		8,76,442.0		



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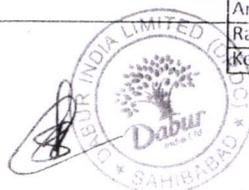
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Supplies from Organized sources during 2020-21								
S.n.	Botanical name	Common name	Part used	Quantity (Kg)	Rates (Rs/Kg)	Total Value (Rs.)	Source /Location	Vendor Details
1	<i>Cassia angustifolia</i>	senna	fruits	2990	85	2,54,150.0	Gujarat	Sarveshwar Udhyog
2	<i>Clerodendrum Phlemoidis</i>	Agnimonth	Stem	34986	28	9,79,608.0	MP, Gujarat	Hariyali traders, Rah Food and Pharma
3	<i>Terminalia belerica</i>	Baheda	fruits	34,951.0	37.0	12,93,187.0	Gujarat, Odisha	Raj food and Pharma, Aranyak Ecoharvest Pvt. Ltd.
4	<i>Commiphora wightii</i>	gugglu black	Gum/exude	290.0	1223	3,54,670.0	Gujarat	Raj food and Pharma
5	<i>Tinospora cordifolia</i>	Guruchi/ Giloy	Stem	26,921.0	39.0	10,49,919.0	Gujarat, MP	Raj food and Pharma, Gram Mooligai Co. Ltd
6	<i>Terminalia chebula</i>	Haritaki	Fruits	16,450.0	50.0	8,22,500.0	Gujarat, M.P.	Raj food and Pharma., Gram Moologai Pvt. Ltd,
7	<i>Leptadenia reticulata</i>	Jivanti	Stem	1,13,088.0	76.0	85,94,688.0	Gujarat	Raj food and Pharma
8	<i>Martynia annua</i>	Kaknasha	Seed	28,673.0	37	10,60,901.0	Gujarat	Raj food and Pharma
9	<i>Azadiracta indica</i>	Neem	Bark/ Stem	2,212.0	21	46,452.0	Gujarat	Raj food and Pharma
10	<i>operculina terpeethum</i>	Nisoth Kala	Roots	9,524.0	130	12,38,120.0	Gujarat	Raj food and Pharma
11	<i>Picrorhiza kurroa</i>	Kutki	Roots	401.0	1230	4,93,230.0	Himachal	Tenta timber and Herbals
12	<i>Prunus cerasoides</i>	Padmakasth	Stem	1,066.0	49.0	52,234.0	Uttarakhand	Green himalaya Herbal Phrma Pvt. Ltd.
13	<i>Sapindus mucorosai</i>	Ritha	fruits	375.0	102	38,250.0	Uttarakhand	Green himalaya Herbal Phrma Pvt. Ltd.
14	<i>Zanthoxylum alatum</i>	Tomer	fruits	1,340.0	317.0	4,24,780.0	Uttarakhand,	Green himalaya Herbal Phrma Pvt. Ltd.,
15	<i>Pueraria tuberosa</i>	Vidarikand	Tuber	1,264.0	60.3	76,219.2	Odisha	Aranyak Ecoharvest Pvt. Ltd.
Total				2,36,555.0		1,67,78,908.2		



Details of cultivation sites and Area Coverage for FY 2020-21

S. N.	Name of crop	Location		Area (in acres)	
		District	Village		
1. Rajasthan					
1	Agnimanth	Barmer	Baytu	10	
			Adrim ka tala	10	
			Chohtan	10	
			Bijrar	10	
			Gadra	10	
Area under cultivation in Rajasthan				50	
2. Gujarat					
1	Gugal	Bhuj	Deshalpar	60	
			Vandhay	93	
			kurbai	10	
			Bheemsar	5	
2	Shankhpushi	Bhuj	Vandhay	5	
			Amara	15	
Area under cultivation in Gujarat				188	
3. Uttar Pradesh					
1	Prishniparni	Kushinagar	Misrouli	1	
			Chauriya	0.5	
			Hirnah	0.5	
			Sohrouna	1	
			Sidhuwa	2.5	
			Sahpur Rauja	0.5	
			Dharoji Kala	1	
			Pipara	1.25	
			Beni Patti	0.5	
			Narchocwa	1.25	
			Hathwava	1	
			Beni Patti	2.5	
			Baruwa	1	
			Deoria	Satuabhar	5
Sitapur	kudaora	2			
Barabanki	usmanpur	2.25			
2	Mandookparni	Lucknow	Mahona	1.25	
			Sitapur	baksi ka talab	3
			Kushinagar	Durjanpur	3.5
				Achramu	5.5
		Bhagtanpurva		6.5	
		fatepur	Battsar	1.25	
			Sohrauna	0.2	
			Chauriya	0.4	
		Barabanki	Khiriya	0.2	
			Barwa	0.2	
Bakxor	2				
3	Bhumi Amla	Unnao	Kothi usmnpur	3	
			rasuli	2	
		Barabanki	Parora	1.5	
			Bazidpur	3.5	
			Nandarasi	1.25	
			Sekhanpur	0.75	
			Badadupur	4.6	
			Gaurechapurwa	0.8	
			Aurangabad	1.75	
			Gangachauli	2.25	
			Naryanapur	2	
			Gauragajani	0.5	
			Ramapuravan	0.95	
			Tikra	3.5	
			Gangachauli	2.7	
			Jaisinhapur	2.2	
		Dohai	0.25		
		Mithavara	0.75		
		Lucknow	Chandakedar	2.25	
			Bhattsar	0.5	
			Bhagat Ka Purwa	2.25	
		kanpur	Aldampur	1.2	
		Fatepur	sangawa	3	
Amauli	4.5				
Rampurva	3.2				
	Kesarbath	0.5			



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		Sitapur	Besanpur	0.75
			Lail	2.5
			Mahmudpur	1.35
			Hakkabad	0.29
			Unera	2.8
			Nyamatpur	10.1
			Sekhanpur	0.75
			Pitanpur	2.5
			Aurangabad	3.5
			Bibipur	1.5
			Talgav	0.5
			Manikpur	0.75
			Ranni	1.5
			Neri	3.15
			Kiratpur	2.7
			Hakkabad	4.6
			Naryanapur	1.8
			Muradpur	11.1
			Bhaktanpurwa	1.5
			Holipur	2.75
			Ahibaranpur	1
			Sahbajpur	2.3
		Kushinagar	Sohrauna	1
		Mainpuri	Bhogau	2
		Deoriya	Satuabhar	3
		Lucknow	Rahimabad	2
		Itauja	VKT	1
4	Salparni		muradpur	1.5
		Sitapur	Madaripur	1
			Holipur	2.75
			nathuwapur	3.25
		Hardoi	Kasrawa	1.5
			Kothawa	2
			Baghauili	0.75
		Fatepur	Rasulpur	1
Area under cultivation in U.P.				181.84
4. Bihar				
1	Mandookparni	West Champaran	Khap,tola	0.5
			Hathwava	1.2
			Tunihwa	0.6
2	Prishnaparni	West Champaran	Dhokari	1
			Khotahwa, champaran	1.75
			Dahva	0.75
			Tunihwa	1.25
			Khap,tola	1.5
Area under Cultivation in Bihar				8.55
5. Andhra Pradesh & Telangana State				
		West Godavari	Pangidigudem	19
			appalrajgudem	47
			thaduvai	10
			vegavaram	46
			mysannagudem	74
			kommugudem	14
			kannapuram	11
			markendeyapuram	13
			saripalli	24
			kethavaram	12
			narsannapalem	11
			ittukulagunta	59
			gurvaigudem	13
			devullaplli	19
			nimmalagudem	46
			laccavaram	18
			jangannagudem	17
			dwarka tirumala	23
			kalavalapalli	3
			challavarigudem	9
			tadekellapudi	18
			singarajupalem	20
			kpv gudem	8
			undrajavaram	9
			Jainvarigudem	12
			verrampalem	37
			borrumpalem	15
			ddukuru	16
			aadamilli	14



26/11/11

1

Pippali

East Godavari

Vizayanagaram

pothireddypalli	14
korrummammi	10
nagulgudem	18
ammapalem	16
dharmaraopeta	8
b.palem	12
k.kota	11
vallampatla	15
chakradevapalli	17
Maripudi	149
Kalvacherla	108
Rangampeta	23
Nallamilli	25
Singampalli	90
Rangapuram	44
Verrampalem	17
Mukundavaram	14
Vadisleru	15
Elakolanu	13
Donthamuru	11
Mallepalli	51
Subayampeta	12
Tadur	16
Ragampeta	13
Ramavaram	23
Naykanpalli	32
Gurrampalem	14
Jaggampeta	25
Madurapudi	9
Doskayapalli	11
Korukonda	8
Gokavaram	13
Katavaram	9
Butcyampeta	10
Nandarada	14
NT Rajapuram	33
Kotapadu	9
Mallepudi	8
Bhalabhadrapuram	61
Kondapalli	9
R B Patnam	35
Rajmundry	3
Narendrapuram	11
Tokada	16
Aanuru	18
Chinnabrahmadevam	12
Ramshapeta	17
Neeladriraopeta	19
Punyakshetram	18
Vallthimmapuram	15
Ammalapuram	8
Parijalligudem	9
kanupuru	7
Bodduvalasa	56
Mammidivalasa	65
Chinnaootigadda	16
Kandulapadam	93
Mavudi	36
Gangannadora valsa	48
M K Putti	167
Ootigada	42
Toniki	39
kurukutti	28
kottaparuvu	26
Thotavalasa	21
bobbili	29
Valasa	65
Musunuru	20
peddavaram	28
Madicherla	118
V.Agraharam	68
katrenipadu	28
koyyuru	17
N M Palem	33
remalle	15
pallelaramudi	59
gollapalli	19



			m padu	16
			merjapuram	13
			chekkapalli	69
			jangamgudem	19
			katepalli	24
			kothapalli	26
			Gopavaram	14
			Ramannakkapeta	26
			Basarapadu	22
2	Bael	East Godavari	Thallapalem	5
			kurmagoni	0.04
		vizag	bodlanka	0.18
			kasipatnam	0.13
			pinakota	0.18
		Bhadradri kothagudem	chintapaka	1.78
			beetugurvu	1
			kothapalli	0.74
			cherupalli	0.13
			koyanarsapuram	0.04
chittoor	mellachur	1.74		
3	Premna	vizag	bangarammapeta	0.08
			chintapaka	0.02
		chittoor	kasipatnam	0.07
			mellachur	0.02
Shyonak	Bhadradri kothagudem	kothapalli	1.45	
	E.G	Thalapalem	0.05	
	chittoor	Mellachur	0.23	
5	Padal	Bhadradri kothagudem	kothapalli	5
6	Gambhar	Bhadradri kothagudem	kothapalli	0.14
Area under cultivation in Andhra Pradesh and Telanga State				3218.62
6. Uttarakhand				
1	Kapoor Kachari	Pithoragarh	Dharchula	5
			Munsiyari	10
		Bageshwar	Kapkot	15
			Garur	5
		Chamoli	Tharali	2
			Dasholi	2
2	Timur/Tomer	Pithoragarh	Munsiyari	40
			Bageshwar	Kapkot
		Chamoli	Pokhari	15
			Dasholi	28
			Joshimath	23
		Nainital	Ramgarh	18
		New Tehari	Jakhnidhar	15
		3	Sugandhbala	Chamoli
Bageshwar	Kapkot			3
4	Buch	U. S. Nagar	Sitarganj	2
		Pithoragarh	Munsiyari	1
5	Kutki	Chamoli	Gairsain	2
		Chamoli	Tharali	5
6	Kachnar	Chamoli	Dasholi	11
			Joshimath	13
		Dehradun	Raipur	9
		Bageshwar	Kapkot	21
7	Lodh	Bageshwar	Kapkot	20
		Chamoli	Joshimath	5
8	Kutaj	Dasholi	6	
		New Tehari	Tehri	8
9	Varuna	Dehradun	Raipur	5
		New Tehari	Tehri	2
Total under cultivation in Uttarakhand				269
7. West Bengal				
1	kachur	Darjaling	Malbajar	1
		Jailpaiguri	Iataguri	13
		alipur dwar	Jailpaiguri	2
		Malda	barabesha	1.5
	Pippali	Darjaling	Malda	3
			Malbajar	1
Total Cultivation Area in West Bengal				22.5
8. Assam				
			Gormara Kachari Gao	0.1

1	Pippli	Sonitpur	Dollugbusty	0.4
			Singri Siporia	0.1
			Amloga	0.1
			Duwangbari	0.1
			Sulmara	0.2
			Ganeshpur	0.5
Pippli			Biswanath Chariali	
Total Cultivation Area in Assam				1.5
9. Ladakh				
1	Pushkarmool	Leh	Shara	0.5
			Shanos	0.5
			Liker	1.5
			Nubra	2
			Kharu	2
			Shakti	1
			Gumpa	1.5
Total cultivation area in J&K				9
10. Himachal Pradesh				
1	Pushkarmool	Lahoul & Spiti	Beeling	2.5
			Keylong	2.5
			Kardang	0.5
			Kwaring	2
			Tino	1
			Pukar	0.5
			Barbog	1
			Lapchang	0.5
			Meh	0.5
			Toh Khanshar	0.5
			Jispa	0.5
			Darcha	0.5
			Sumdyo	0.5
			Chika	0.2
			Rarik	0.2
			Stangri	0.5
			Yournath	0.5
			Gushkyar	0.5
			Gwajang	0.5
			Chaling	0.5
			Pyasho	0.5
			Gondhla	1.5
			Khanshar	1.5
			Suling	0.2
			Raling	0.2
			Dolang	0.2
			Shakar	1
			Khurpani	0.5
			Sishu	0.5
			Shasin	0.5
			Kewag	0.5
			Teling	0.2
			Khokshar	0.2
			Yangalla	1
			Jangalla	1.5
			Tandi	0.5
			Wari	0.5
			Mallang	0.5
			Sumnam	0.2
			Mallang	0.5
			Kirting	1
Lot	1.5			
Gemur	0.5			
Kishori	1			
Shansha	7.5			
Rumas	1.5			
Jabrang	8.5			
Rapy	4.5			
Dashrath	1.5			
Fuda	1.5			
Yangthang	2.5			
Nalda	5.5			
Baring	1.5			
Hansha	0.5			
Udaipur	0.5			
Lomach	0.5			
Tingrit	2.5			
Karpat	2.5			
Upper Chhaling	2.2			



21 - 41
3/11/21 3/11



Dated: 26th October 2021

To
The Secretary,
National Biodiversity Authority,
5th Floor, TICEL Bio-park,
CSIR Road, Taramani,
CHENNAI.

विविधता प्राधिकरण, चेन्नई
National Biodiversity Authority, Chennai
डाक नं. 600 021, No: 1643
को प्राप्त / Received On: 02/11/21

Subject: Discussion on the Processes of Access and benefit sharing amount to be paid by Dabur India Ltd.

Dear Sir,

With reference to the payment of ABS we wish to submit that we are in receipt of the communication Dt. 06/09/2021 from NBA and we wish to submit a detailed / comprehensive note to NBA.

To make the case understandable in its original and true context, this representation is being submitted on **ABS matters of Dabur pending with NBA.**

Dabur started working on sustainable use of biological resources (BRs) through conservation and cultivation of medicinal plants in 1996 i.e., for 23 years. Recognizing its commitment / contributions towards to the BRs both NBA and NMPB have made Dabur as part of their consultative processes. Right from 2013, Dr N Brindavanam Baba and Dr S Badari Narayana from Dabur Research & Development Centre (DRDC) were involved with ABS guidelines drafting and NTAC list preparations. Similarly, Dabur is involved with conservation and cultivation activities with NMPB as well. **Dabur established two state of art medicinal plants nurseries (one in Banepa, near Kathmandu, Nepal and one in Pant Nagar, Uttarakhand, India) & is distributing planting material (approx. 1.5 million saplings per year free of cost).** Today Dabur cultivates 58 species out of which 25 species are of RET list. There is more than 7,500 Acres of plantation under their cultivation plan. Dabur also involved in the collection of various raw materials from the tribal communities in Odisha, Chhattisgarh, MP etc. This shows the commitment of Dabur towards nature and sustainable use of natural resources. It is also pertinent to note that these activities are falling under the non-monitory benefit sharing defined under the ABS (Access Benefit Sharing) mechanism of BDA-2002.

After getting qualified under Section 3(2) of the BDA-2002 Dabur, being a responsible organization provided the necessary information to NBA. It also expressed its desire to pay some amount of ABS in advance to help the noble cause of biodiversity. After several discussions with NBA, it was agreed to allow Dabur to pay ABS under the Resource-centric Approach for the year 2016-17. **Accordingly, Dabur paid the ABS for an amount of Rs. 1.5 Cr on a resource-centric basis.** As per the Regulation 3 of 2014 guidelines of BDA-2002, ABS on the biological resources on their price is recommended and Dabur has opted for the same and made the above said payment accordingly. We understand that in spite of several representations from Dabur for non-monitory benefit sharing as provided in the Act, NBA is inclined only for monitory benefit.

To (RS)
URGENT
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In this context we wish to mention that Dabur spends Rs. 5 to 10 Cr towards conservation and cultivation of medicinal plant related biological resources. This enables sustainable usage of biological resources. Dabur is also involved in the livelihood projects for the farmers / communities across the country. **The non-monitory benefit sharing (approx. expenses for Rs. 7 crores) is completely ignored which is a major component in the Nagoya Protocol and 2014 Guidelines of BDA.**

ABS on product turnover is only an option as mentioned under Regulation 4 of 2014 guidelines of BDA-2002. Moreover, it is impossible to find out which is an important biological resource in the multi-ingredient Ayurvedic formulation(s) & hence it is impossible to implement the same in reality. It is also unfair to charge ABS on the Normally Traded As Commodities ingredients in a product having multiple components.

Further, we refer to the point of "submitting data on the ex-factory sales value of our medicinal value". From the beginning, we have been submitting to NBA our commitment to the system of "resource centric payments of EBS (subject to basic negotiations and a consideration to the Non-Monetary Benefits). This approach is well within the framework of the Law and the guidelines prescribed for the purpose. The Act as well as the 2014 Guidelines provide a clear scope for non-monitory benefit sharing. Moreover, the ABS should be decided on the basis of "equitable benefit sharing on mutually agreeable terms and conditions by following the law of natural justice". Dabur did not get any help from Biodiversity Management Committee or Joint Forest Management Committee or Self Help Groups in the process of ABS fixation.

As we have progressed under resource centric for 2016-17 (Application no. 1472), we seek the same assessment for the remaining applications under the same scheme. We have already agreed for a resource centric based ABS and would wish to continue the same in future also (The data on RM is already submitted through Form 1 and Form A).

Dabur stands as an ecologically responsible company, based on conservation of Bio-resources from the beginning. We wish to pay the ABS under resource centric model for the remaining years i.e. 2017-18 onwards; **Dabur has requested you time and again, to consider the Non- Monetary Benefits as provided in BD Act 2002 and we are requesting the same vide this letter also.**

In order to reach amicable solution, kindly give us an opportunity of hearing in the near future either virtually or in person.

Thanking you and in anticipation

For Dabur India Limited

(Sharukh Khan)

Executive Director – Operations

F.N. C-12025/8/15-CS-III
Government of India
Ministry of Environment, Forest and Climate Change

2nd Floor, Vayu Wing,
Indira Paryavaran Bhawan
Jor Bagh Road, Aliganj,
New Delhi-110003

Dated: 10th September, 2018

OFFICE MEMORANDUM

Subject: Directions under Section 48 of the Biological Diversity Act, 2002, to the National Biodiversity Authority for enhancing implementation of the Act.

The Biological Diversity Act, 2002 (hereinafter referred to as the "Act") came into force in 2003 to provide for conservation of biological diversity, sustainable use of its components and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto. The Biological Diversity Rules, 2004 were introduced to facilitate implementation of the Act. One of the functions of the National Biodiversity Authority (hereinafter referred to as the "Authority") under Section 18 (1), is to regulate activities referred to in Sections 3, 4 and 6 and by regulations issue guidelines for access to biological resources and for fair and equitable benefit sharing. Further, Section 18 (3) of the Act empowers the Authority to perform such other functions as may be necessary to carry out the provisions of the Act.

2. It has been brought to the notice of the Ministry by the Authority that a large number of entities are not fully aware of the provisions of the Act but are desirous of complying with the same. Thus, there is a need to provide an opportunity to all such entities which are required to

obtain prior approval of the Authority for undertaking activities as specified under Sections 3, 4 and 6 of the Act, including cases that may relate to past, in line with the objectives of the Act and regulate them in a manner that enhances implementation of the Act.

3. The Biological Diversity Act, 2002 lays down procedure for taking cognizance of matters relating to the Act. Section 61 of the Act provides that cognizance of any offence under this Act can be taken only by the Central Government or officers authorized in this behalf by the Central Government. Further, any benefit claimer can make a complaint only after providing a notice of not less than thirty days to the Central Government or an authority/officer authorized by it.

4. The Central Government has taken note of these provisions and after taking into account all material facts before it, in exercise of the powers vested to it under Section 48 of the Act, hereby directs that all such cases where prior approval was required but a person/entity has not obtained such approval, shall be heard by the Authority, which shall then pass appropriate orders with respect to acts that may have occurred in past, taking into account scientific evidence as well as any damage that might have been caused in furtherance of the powers available to the Authority under Section 18 of the Act, with the objective of ensuring conservation and sustainable use of biodiversity and fair and equitable sharing of benefits arising from its use. The Authority shall consider all such cases on the basis of merit and shall ensure that only those cases are granted approval for future activities which would have otherwise been approved in the normal course, had the person/entity concerned applied in time for prior approval. The Central Government further directs the Authority to take decisions thereon within a period of 100 days from the date of issuance of this Office Memorandum, including course of action for matters related to past. These directions shall come into force with immediate effect. The Authority shall also continue to spread awareness about the Act to various stakeholders to avoid the occurrence of such activities.

5. These directions are intended to facilitate and enhance implementation of the Act in public interest towards meeting the objectives of the Act, namely, conservation of biological diversity, sustainable use of its components, and fair and equitable sharing of the benefits arising from commercial use. In implementing these directions, the Authority shall be guided by the principles of natural justice and various pronouncements of Hon'ble Courts in similar matters, including judgments cited below.

6. In respect of the requirement of prior environmental clearance under the Environment Protection Act, 1986, the Ministry had issued a Notification S.O. 804 (E) dated 14th March, 2017, wherein six months period was provided to apply for environmental clearance for projects on which the project proponent had started work on site, expanded the production beyond the limit of environmental clearance or changed the product mix without obtaining prior environmental clearance. The Hon'ble High Court of Madras while vacating the stay on the aforesaid Notification vide Judgment dated 13th October, 2017 in *Puducherry Environment Protection Association Vs. Union of India*, Writ Petition (Civil) No. 11189 of 2017, held that,

"...However, one time relaxation and that too only in cases where the projects are otherwise in compliance with or can be made to comply with the pollution norms is, in my view, not impermissible. The notification ought not to be interfered with.

It is reiterated that protection of environment and prevention of environmental pollution and degradation are non-negotiable. At the same time, the Court cannot altogether ignore the economy of the Nation and the need to protect the livelihood of hundreds of employees employed in projects, which as stated above, otherwise comply with or can be made to comply with norms.

The impugned notification does not compromise with the need to preserve environmental purity, but only allows those industries and/or projects which might otherwise have been given prior environmental clearance, but omitted to obtain environmental

clearance to operate, on the conditions imposed by the authorities concerned, including their liability under the principle polluter pays."

7. Similarly, in respect of the requirement of prior forest clearance under the Forest (Conservation) Act, 1980, the Hon'ble Supreme Court in *Supreme Court Monitoring Committee Vs. Massoorie Dehradun Development Authority & Ors.* (1997) 11 SCC 605, held that,

"...the State of UP as well as the MDDA will enlist cases in which they gave permission to make use of any forest land for non-forest purpose without seeking the prior approval of the Central Government. All those cases will be forwarded to the Central Government for seeking ex post facto approval in the matter which will be considered in accordance with the Rules framed under the 1980 Act."

8. The Hon'ble Supreme Court in *T.N. Godavarman Thirumulpad, Vs. Union of India, Writ Petition (Civil) 202 of 1995* held that,

"...according to CEC this was a typical case where ex post facto approval under the 1980 Act is sought after the mine has been allowed to operate illegally. Since fait accompli situation arose according to CEC there was no option but to recommend the case for grant of permission for the use of forest land for mining lease, conveyor belt system and associated activities subject to certain conditions mentioned therein".

The Hon'ble Court in the same case further held that, "...accordingly, we see no reason to interfere with the decision of MoEF granting site clearance...";

9. The Hon'ble Bombay High Court in *Vijay Krishna Kumbhar vs The State Of Maharashtra & Others* held that,

"In such a matter it would have been more appropriate to take action in accordance with section 37 of the M.R.T.P Act. Now as

indicated above, the P.M.C. has already started action. After the P.M.C. gave permission, it appears that the developer has also made construction. Now it has become a fait accompli. Therefore there is no alternative except to follow the action which has become fait accompli and take further actions in accordance with the Government's directions."

10. This issues with the approval of the Competent Authority.

C. Palpandi
(Dr. C. Palpandi)
Deputy Director

To

The Chairperson
National Biodiversity Authority
5th Floor, TICEL Bio Park, CSIR, Road, Taramani,
Chennai, Tamil Nadu 600113

Copy to: Secretary, National Biodiversity Authority

65.06		Expert Committee meeting on Access and Benefit Sharing for Processing of Applications	
Part A: Filled by the NBA Secretariat			
		Reference File No. NBA/ Tech Appl/9/4197/20/	
1.		Name & Address of the Applicant	Dabur India Limited 8/3, Asaf Ali Road, New Delhi - 110 002. Contact person: Mr. Sharukh Khan, Executive Director Email : sharukh.khan@dabur.com
2.	(a)	Application No. & Date	INBA1202002163 & 15.09.2020
	(b)	Category of Application Form	I
	(c)	Whether the prescribed application Form has been used	Yes
	(d)	Whether the Application contains all the required information	Yes
	(e)	Whether the Applicant is Indian/ Non-Indian/Non Resident Indian / Indian having Non-Indian participation in its share capital or management	Section 3(2) Entity
	(f)	Application Fee received	Rs. 10,000/-
3.	(a)	Nature of the requested bio-resources	Plants
		Name of the species	144 biological resources (Given as Annexure)
	(b)	Common/ Scientific Name	
4.		Geographical location for access of the bioresource	
5.		Quantity of bioresource	
6.	(a)	Whether SBB/BMC consulted? [If yes, a copy of the Comments]	Yes. 1. Gujarat SBB has given consent without any reservation on 11.11.2020. 2. Uttar Pradesh SBB has given consent with condition/reservation on 04.12.2020 3. West Bengal SBB vide letter date 06.11.2020 sought certain information from the applicant related to the trader. The same was communicated to the applicant and the reply was sent to the SBB on 04.12.2020. So far there is no response from the WBSBB. There is no response from the (Odisha, Chhattisgarh, Himachal Pradesh, Madhya

			Pradesh, Rajasthan, Bihar, Punjab, Jharkhand, Arunachal Pradesh) SBB till date. Since the 30 days' time limit has lapsed, it may be taken as deemed consent as per the 26 th Authority's decision.
	(b)	Recommendations of SBB/BMC is to be attached	-
7.		Proposed use of the bioresource: Research/Commercial/Bio-survey and Bio-utilization/Transfer of Research Results/IPR/Third Party Transfer*/(*Copy of NBA's approval for access is required where applicable)	Commercial Utilization
8.		Objective for seeking NBA's approval	Accessed biological resources from different traders for commercial utilization i.e., to manufacture ayurvedic medicines.
9.	(a)	Time taken between receipt of application and its placement before EC on ABS:	One Year Four months
	(b)	Reasons for inordinate delay if any	Negotiation on determination of ABS component between the Applicant and NBA.
10.		Whether listed in NTC by MoEF	Yes
11.		Whether this application of the applicant had already been examined /considered by the EC?	No
		If 'Yes' then mention the date and the earlier recommendation	---
12.	<p>Remarks by NBA:</p> <ol style="list-style-type: none"> 1. The applicant M/s. Dabur India Ltd., had filed this Form-I application on 15.09.2020 seeking prior approval of NBA to access a list of 133 biological resources for Commercial Utilization. The application was approved by the Competent Authority and clearance letter along with draft agreement was communicated to the applicant on 30.12.2020, and thereby the applicant mandates to pay ABS in accordance with Reg. 4 of the ABS Guidelines, 2014 (i.e based on the annual gross ex-factory sale of the product). 2. Thereafter, two virtual hearings were held on 16.09.2020 and 08.12.2020 wherein the Applicant had discussed the ABS modalities in this application along with other Application nos. 1472, 1708 and 3077. In this Application (4197), it was decided by the Competent Authority in the meeting held on 08.12.2020 that upon receipt of the consent from SBBs, the application shall be processed further. 3. Later, the applicant vide letter dated 20.01.2021 has raised certain queries regarding the fixation of benefit sharing amount, and requested to consider the ABS calculation based on 'resource centric approach'. The benefit sharing amount for commercial 		

	<p>utilization is calculated as per regulation no.4 of the ABS guidelines, 2014, which mandates that the benefit sharing amount shall be fixed on annual gross ex-factory sale of the product.</p> <p>4. Now, the Applicant has vide letter dated 23.09.2021 (received on 27.09.2021) submitted Form A towards the information to be furnished for use of biological resources (as per Regulation 2 (1) of the ABS guidelines, 2014) wherein the applicant has submitted a detailed list on the Annual Volume of herbs procured during Financial year 2020-2021. Further, the Applicant has also requested to finalize further course towards fulfilment of ABS obligations.</p> <p>5. Further, on 26.10.2021, the applicant has again sent a communication requesting NBA to let Dabur pay the ABS based on the Purchase price following the "<u>resource centric approach</u>". They have also quoted the instance wherein NBA has let Dabur pay the ABS component of Rs. 1.5 Cr for the year 2016-2017 based on the resource centric approach in Appl. No. 1472. The referred communication has been placed as Annexure.</p> <p>6. In light of the above, the applicant has already accessed 144 biological resources (125 species of herbs) from traders/cultivated sources/organized sources (List enclosed as Annexure) without the prior approval of NBA as required under Section 3 of the BD Act. Therefore, the applicant has contravened the provisions of the BD Act.</p> <p>7. Hence, this application is placed before the EC for evaluation.</p>
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Signatures of:	
Nil	
Expert Consultant (if any)	
Technical Staff	
S. Rajesh Kumar / Lakshmi S	
P. Anadhakumar	
Technical Assistant	
K.P. Raghuram	
Technical Officer (BS)	
K. Chitrarasu	
Advisor(Law)	
	J. Justin Mohan Counter signed: Secretary, NBA

Part B: Checked by the Expert Committee		
13.	Whether Traditional Knowledge has been used	No
14.	Screening of the bioresources species:	
	(a) Whether Rare/Endemic/Endangered/Threatened	Yes, Sl.no. 31, 40, 57, 78, 96, 103
	(b) Whether listed under Wildlife Act/CITES/BDA, etc	Yes, 96, 103
	(c) Whether restricted/prohibited under EXIM policy/DGFT guidelines/rules	Yes, 96, 103
15.	Whether the original file of the applicant was placed before the EC	Yes
16.	Whether the proposal is likely to have an adverse impact on environment/sustainability of use/ livelihoods/ national interest	No
17.	Any other item	Nil
<p>Recommendations of the Expert Committee on ABS (to be incorporated in the prescribed agreement format once approved by the Authority):</p> <p>Expert Committee observed that the applicant M/s. Dabur India Ltd, being Section 3 (2) person, had filed this Form-I application for seeking prior approval of NBA to access 133 biological resources for Commercial Utilization. The application was approved by the Competent Authority and draft agreement was sent to the applicant subject to the benefits sharing component as per Regulation 4 of the ABS Guidelines, 2014 (i.e based on the annual gross ex-factory sale of the product).</p> <p>The EC also examined the request made by the Applicant for ABS calculation based on 'resource centric approach', wherein the applicant had quoted the instance where NBA let them pay Rs.1.5 cr for the year 2016-2017 under Appl. No. 1472 based on resource centric approach. EC noted that the Applicant has now accessed 144 biological resources (125 species of herbs) from traders/cultivated sources/organized sources without the approval of NBA as per the detailed list of the annual volume of herbs procured during 2020-2021.</p> <p>Upon scrutinizing the request of the Applicant to follow resource centric approach for calculation of ABS, EC noted that the ABS may be applicable for those who purchasing from the JFMC/ Forest dweller/ Gram Sabha as per Regulation 2 of the ABS guidelines, 2014. However, in the past, Authority has imposed benefit sharing based on the purchase of biological resources as one-time concession to the applicant in a similar case. Considering this view, EC opined that it may not be applicable to the instant case as biological resources had already been accessed which violated the provisions of the BD Act, 2002. Thus, EC did not agree to the submission made by the applicant. The Expert Committee, taking note of the OM of MoEF&CC, recommended for approval with higher benefit sharing, under Regulation 4 of the ABS guidelines 2014 (0.5%), from the date of commercial utilization. Also, applicant to conduct awareness programs in consultation with respective SBBs, within a period of three months from the date of execution of agreement and submit a compliance report.</p>		

Signature of Chairman and Members (Present) of Committee on ABS

Annexure



Dated: 26th October 2021

To
The Secretary,
National Biodiversity Authority,
5th Floor, TICEL Bio-park,
CSIR Road, Taramani,
CHENNAI.

Subject: Discussion on the Processes of Access and benefit sharing amount to be paid by Dabur India Ltd.

Dear Sir,

With reference to the payment of ABS we wish to submit that we are in receipt of the communication Dt. 06/09/2021 from NBA and we wish to submit a detailed / comprehensive note to NBA.

To make the case understandable in its original and true context, this representation is being submitted on ABS matters of Dabur pending with NBA.

Dabur started working on sustainable use of biological resources (BRs) through conservation and cultivation of medicinal plants in 1996 i.e., for 23 years. Recognizing its commitment / contributions towards to the BRs both NBA and NMPB have made Dabur as part of their consultative processes. Right from 2013, Dr N Brindavanam Baba and Dr S Badari Narayana from Dabur Research & Development Centre (DRDC) were involved with ABS guidelines drafting and NTAC list preparations. Similarly, Dabur is involved with conservation and cultivation activities with NMPB as well. Dabur established two state of art medicinal plants nurseries (one in Banepa, near Kathmandu, Nepal and one in Pant Nagar, Uttarakhand, India) & is distributing planting material (approx. 1.5 million saplings per year free of cost). Today Dabur cultivates 58 species out of which 25 species are of RET list. There is more than 7,500 Acres of plantation under their cultivation plan. Dabur also involved in the collection of various raw materials from the tribal communities in Odisha, Chhattisgarh, MP etc. This shows the commitment of Dabur towards nature and sustainable use of natural resources. It is also pertinent to note that these activities are falling under the non-monitory benefit sharing defined under the ABS (Access Benefit Sharing) mechanism of BDA-2002.

After getting qualified under Section 3(2) of the BDA-2002 Dabur, being a responsible organization provided the necessary information to NBA. It also expressed its desire to pay some amount of ABS in advance to help the noble cause of biodiversity. After several discussions with NBA, it was agreed to allow Dabur to pay ABS under the Resource-centric Approach for the year 2016-17. Accordingly, Dabur paid the ABS for an amount of Rs. 1.5 Cr on a resource-centric basis. As per the Regulation 3 of 2014 guidelines of BDA-2002, ABS on the biological resources on their price is recommended and Dabur has opted for the same and made the above said payment accordingly. We understand that in spite of several representations from Dabur for non-monitory benefit sharing as provided in the Act, NBA is inclined only for monitory benefit.



In this context we wish to mention that Dabur spends Rs. 5 to 10 Cr towards conservation and cultivation of medicinal plant related biological resources. This enables sustainable usage of biological resources. Dabur is also involved in the livelihood projects for the farmers / communities across the country. The non-monitory benefit sharing (approx. expenses for Rs. 7 crores) is completely ignored which is a major component in the Nagoya Protocol and 2014 Guidelines of BDA.

ABS on product turnover is only an option as mentioned under Regulation 4 of 2014 guidelines of BDA-2002. Moreover, it is impossible to find out which is an important biological resource in the multi-ingredient Ayurvedic formulation(s) & hence it is impossible to implement the same in reality. It is also unfair to charge ABS on the Normally Traded As Commodities ingredients in a product having multiple components.

Further, we refer to the point of "submitting data on the ex-factory sales value of our medicinal value". From the beginning, we have been submitting to NBA our commitment to the system of "resource centric payments of EBS (subject to basic negotiations and a consideration to the Non-Monetary Benefits). This approach is well within the framework of the Law and the guidelines prescribed for the purpose. The Act as well as the 2014 Guidelines provide a clear scope for non-monitory benefit sharing. Moreover, the ABS should be decided on the basis of "equitable benefit sharing on mutually agreeable terms and conditions by following the law of natural justice". Dabur did not get any help from Biodiversity Management Committee or Joint Forest Management Committee or Self Help Groups in the process of ABS fixation.

As we have progressed under resource centric for 2016-17 (Application no. 1472), we seek the same assessment for the remaining applications under the same scheme. We have already agreed for a resource centric based ABS and would wish to continue the same in future also (The data on RM is already submitted through Form 1 and Form A).

Dabur stands as an ecologically responsible company, based on conservation of Bio-resources from the beginning. We wish to pay the ABS under resource centric model for the remaining years i.e. 2017-18 onwards. Dabur has requested you time and again, to consider the Non-Monetary Benefits as provided in BD Act 2002 and we are requesting the same vide this letter also.

In order to reach amicable solution, kindly give us an opportunity of hearing in the near future either virtually or in person.

Thanking you and in anticipation

For Dabur India Limited

(Sharukh Khan)

Executive Director – Operations

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FORM-A

(See Regulation 2)
Information to be furnished for use of biological resources by the applicant
(Self disclosure)

Financial Year 2020-21

Manufacturing Ayurvedic Medicine

Specific Purpose of access- (whether for trade or manufacturing)

Annual Volume of Herbs Procured During Financial Year 2020-21								
S.no.	Botanical name	common name	Part used	Consumption (in Kg)	Rates Rs/Kg	Value in Rs.	Source (State)	vendor Details
1	Abies webbiana	Talispatra	Leaves	29644.0	130.0	38,53,720.00	Delhi	Madan mohan ram kishan
2	Acacia catechu	katha	Stem	648.0	900.0	5,83,200.00	Delhi	Madan mohan ram kishan
3	Acacia catechu	Khadir	Bark	48559.0	27.0	13,11,093.00	Delhi	Madan mohan ram kishan
4	Acacia concina	Shikakai	Fruit/Fruit Part	9152.0	95.0	8,69,440.00	Delhi	Sewa ram overseas(india) pvt ltd
5	Acacia farnesiana	Irimed chhal	Bark	485.0	51.0	24,735.00	Delhi	Nathimal ruganmal
6	Acacia nilotica	Babul chhal	Bark	39739.0	21.0	8,34,519.00	Bihar	Sanjay kumar jopuri
7	Aconitum ferax	Vatsanabh	Root	961.0	479.0	4,60,319.00	Delhi	Nathimal ruganmal
8	Aconitum heterophyllum	Atich	Root	1158.0	4244.0	49,14,552.00	Punjab	Dinesh gurbax bawa sons
9	Aegle marmelos	Bel chhal	Bark	162320.0	26.0	42,20,320.00	Uttar Pradesh	Shivalik jadi booti bhandar
10	Aegle marmelos	Belgiri	Fruit/Fruit Part	714.0	36.5	26,061.00	Uttar Pradesh	Shivalik jadi booti bhandar
11	Albizia labback	Shirish chhal	Bark	3677.0	26.0	95,602.00	Delhi	Nathimal ruganmal
12	Alhagi pseudalhagi	Jawasa	Whole plant	26598.0	24.8	6,59,630.40	Rajasthan	Deep shree
13	Alpinia galanga	Kulanjana	Root	1539.0	142.0	2,18,538.00	Rajasthan	M D Herbals Foods
14	Alistonia scholaris	Chhatim chhal	Bark	639.0	88.0	56,232.00	Delhi	Nathimal ruganmal
15	Amoora rohitaka	Rohitak chhal	Bark	4131.0	28.0	1,15,668.00	Delhi	Nathimal ruganmal
16	Andropogon paniculata	Kalmegh	Whole plant	1533.0	38.0	58,254.00	Rajasthan	M D Herbals Foods
17	Argemone mexicana	Swarin kshiri	Whole plant	152.0	40.0	6,080.00	Uttar Pradesh	Vee kay herbs
18	Argyria speciosa	Bidhara mool	Root	1504.0	28.0	42,112.00	Rajasthan	M D Herbals Foods
19	Arnebia balthemii	Ratanjyot	Root	24425.0	249.0	60,81,825.00	Delhi	S S Overseas India
20	Asparagus racemosus	Satawari	Root	288966.0	181.0	5,23,02,846.00	Madhya Pradesh	D K Herbal
21	Asteracantha longifolia	Talmakhana beej	Seed	802.0	364.0	2,91,928.00	Delhi	International traders
22	Azadirachta indica	Neem chhal	Bark	14053.0	21.0	2,95,113.00	Madhya Pradesh	Sh mahavir jadibooti ayurved bhawan
23	Baliospermum montanum	Dantimool	Root	2222.0	83.0	1,84,426.00	Uttar Pradesh	Vee kay herbs
24	Barleria prionitis	Piyabasha	Whole plant/Plant Part	36014.0	36.0	12,96,504.00	Rajasthan	M D Herbals Foods
25	Barringtonia acutangula	Hizal seeds	Fruit/Fruit Part	212.0	77.0	16,324.00	Delhi	Sewa ram overseas(india) pvt ltd
26	Bauhinia variegata	Kachnar chhal	Bark	1244.0	30.0	37,320.00	Uttar Pradesh	Vee kay herbs
27	Bergeria ligulata	Pastambhed	Root	395.0	108.0	42,660.00	Delhi	International traders
28	Blepharis edulis	Uttangan beej	Seed	264.0	621.0	1,63,944.00	Delhi	Sewa ram overseas(india) pvt ltd
29	Bombax ceiba	Mochras	Plant extract/Exude	2295.0	190.0	4,36,240.00	Delhi	Sewa ram overseas(india) pvt ltd
30	Buchanania latifolia	Chiranjani dana	Seed	2925.0	2890.0	2,61,660.00	Delhi	Nathimal ruganmal



S.no.	Botanical name	common name	Part used	Consumption (in Kg)	Rates Rs/kg	Value in Rs.	Source (State)	vendor Details
31	<i>Butea monosperma</i>	Palas seeds	Seed	15630.0	32.0	5,00,160.00	Chhattisgarh	Labdhi herballs
32	<i>Caesalpinia sappan</i>	Patang	Stem	66.0	224.0	14,784.00	Uttar Pradesh	Mahadev & co
33	<i>Callicarpa macrophylla</i>	Priyangu	Flower	5563.0	96.0	5,34,048.00	Rajasthan	Deep shree
34	<i>Cedrus deodara</i>	Deodaru dust	Stem	37372.0	25.0	9,34,300.00	Punjab	K.k traders
35	<i>Celastrus paniculatus</i>	Malikagani	Seed	113.0	196.0	22,148.00	Delhi	International traders
36	<i>Cissampelos pareira</i>	Patha	Whole plant/Plant Part	4705.0	31.0	1,45,855.00	Delhi	Nathimal ruganmal
37	<i>Citrusus calocarythris</i>	Indrayan mool	Root	2695.0	47.0	1,26,665.00	Rajasthan	M D Herballs Foods
38	<i>Clerodendrum indicum</i>	Bharangl	Bark	8467.0	74.0	6,26,558.00	Delhi	Sewa ram overseas(india) pvt ltd
39	<i>Clerodendrum phloraoidis</i>	Agnimonth	Whole plant/Plant Part	128534.0	21.0	26,99,214.00	Uttar Pradesh	National herbs (india)
40	<i>Commiphora wightii</i>	Gugglu black	Plant extract/Exude	15610.0	1233.0	1,90,91,030.00	Delhi	Nathimal ruganmal
41	<i>Convolvulus pluricaulis</i>	Shankh pushpi	Whole plant/Plant Part	375372.0	37.0	1,38,88,764.00	Uttar Pradesh	Shivalik jadi booti bhandar
42	<i>Cratogeomys nivalis</i>	Barun chhal	Bark	1318.0	92.0	1,21,256.00	Delhi	Capital traders
43	<i>Curculigo archioides</i>	Mushali black	Root	3650.0	296.0	10,80,400.00	Delhi	International traders
44	<i>Curcuma zedoaria</i>	Katchur	Root	21824.0	44.0	9,60,256.00	Delhi	Nathimal ruganmal
45	<i>Datura metel</i>	Dhatoor panchang	Whole plant/Plant Part	1394.0	30.0	41,820.00	Delhi	Capital traders
46	<i>Datura metel</i>	Dhatoor seeds	Seed	208.0	128.0	26,624.00	Delhi	Capital traders
47	<i>Desmodium gangeticum</i>	Saiparni	Whole plant/Plant Part	156059.0	22.0	34,33,298.00	Uttar Pradesh	Vee kay herbs
48	<i>Dioscorea bulbifera</i>	Barahikand	Root	279365.0	37.0	1,03,36,505.00	Uttar Pradesh	Shivalik jadi booti bhandar
49	<i>Embellia ribes</i>	Bedang	Fruit/Fruit Part	36565.0	432.0	1,57,96,080.00	Punjab	Dinesh gurbaax bawa sons
50	<i>Ferula jaceschkeana</i>	Hingupatri	Fruit/Fruit Part	309.0	119.0	36,771.00	Delhi	Nathimal ruganmal
51	<i>Ficus bengalensis</i>	Bat chhal	Root	548.0	41.0	22,468.00	Delhi	Nathimal ruganmal
52	<i>Ficus bengalensis</i>	Bajjata	Bark	109.0	30.0	3,270.00	Uttar Pradesh	Nathimal ruganmal
53	<i>Ficus racemosa</i>	Udumber chhal	Bark	256.0	28.0	7,168.00	Uttar Pradesh	Vee kay herbs
54	<i>Ficus religiosa</i>	Pipal chhal	Whole plant/Plant Part	4178.0	40.0	1,67,120.00	Delhi	Vee kay herbs
55	<i>Fumaria parviflora</i>	Khet papra	Bark	155675.0	57.0	88,73,475.00	Uttar Pradesh	Sewa ram overseas(india) pvt ltd
56	<i>Gmelina arborea</i>	Gambhar chhal	leaves	924.0	135.0	1,24,740.00	Delhi	International traders
57	<i>Gymnema sylvestre</i>	Gurmar leaves	Root	70445.0	113.0	79,60,285.00	Uttar Pradesh	National herbs (india)
58	<i>Hedyochium spicatum</i>	Kapur kachri	Root	17539.0	611.5	1,07,25,098.50	Bwest Bengal	Excel drug house
59	<i>Holarrhena antidysenterica</i>	Anantmool	Seed	6454.0	219.0	14,13,426.00	Delhi	Nathimal ruganmal
60	<i>Holarrhena antidysenterica</i>	Indrajawa	Seed	19378.0	33.0	6,37,824.00	Jharkhand	Shiv shankar ram
61	<i>Hyoscyamus niger</i>	Kutaj chhal	Bark	209.0	155.0	32,395.00	Delhi	Nathimal ruganmal
62	<i>Ipomea digitata</i>	Bedarikand	Root	226805.0	79.0	1,79,17,595.00	Delhi	Nathimal ruganmal
63	<i>Juniperus communis</i>	Howber	Fruit/Fruit Part	505.0	120.0	60,600.00	Delhi	Nathimal ruganmal
64	<i>Justicia adhatoda</i>	Basak leaves	Leaves	175515.0	23.0	40,36,845.00	Uttar Pradesh	Shivalik jadi booti bhandar
65	<i>Leonotis nepetifolia</i>	Granthiparni	Root	1600.0	44.0	70,400.00	Bihar	Sanjay kumar lonpuri
66	<i>Magnifera indica</i>	Amra chhal	Bark	183.0	16.0	2,922.69	Uttar Pradesh	Vee kay herbs
67	<i>Marsdenia tenacissima</i>	Murbamool	Root	2290.0	53.0	1,21,370.00	Delhi	Nathimal ruganmal
68	<i>Melia azadirach</i>	Nag keshar dana	Seed	104263.0	37.0	38,57,731.00	Madhya Pradesh	Sh mahavir jadibooti ayurved bhawan
69	<i>Mesua ferrea</i>	Nag keshar phool	Flower	600.0	42.0	25,200.00	Delhi	Nathimal ruganmal
70	<i>Mesua ferrea</i>	Nag keshar phool	Flower	15180.0	366.0	5,52,660.00	Delhi	Nathimal ruganmal
71	<i>Mesua ferrea</i>	Nag keshar phool	Flower	32052.0	315.0	33,65,775.00	Delhi	Nathimal ruganmal
72	<i>Mesua ferrea</i>	Nag keshar phool	Flower					



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Proceedings of the 65th Meeting of EC on Access and Benefit Sharing for processing of applications on 24th January 2022, at NBA, Chennai

S. no.	Botanical name	common name	Part used	Consumption (in Kg)	Rates Rs/Kg	Value in Rs.	Source (State)	vendor Details
73	Mimosa pudica	Lajwanti	Whole plant/Plant Part	188.0	99.0	18,612.00	Delhi	Nathimal ruganmal
74	Mimosa elatigi	Bakul chhal	Bark	712.0	102.0	72,624.00	Uttar Pradesh	Mahadev & co
75	Moringa oleifera	Shahijan chhal	Bark	114.0	40.0	4,560.00	Delhi	Sewa ram overseas(india) pvt ltd
76	Mucuna pruriens	Alkushi	Seed	1495.0	78.0	1,16,610.00	Delhi	Sewa ram overseas(india) pvt ltd
77	Myrica esculenta	Kaifal	Fruit	259.0	59.0	15,281.00	Delhi	Sewa ram overseas(india) pvt ltd
78	Nardostachys jatamansi	Jatamansi	Root	1666.0	822.0	13,69,452.00	Delhi	Nathimal ruganmal
79	Nymphaea stellata	Neel kamal	Flower	139978.0	92.0	1,28,77,976.00	Uttar Pradesh	Shivalki jodi booti bhandar
80	Onosoma bracteum	Gawzaban	Whole plant/Plant Part	71.0	215.0	15,265.00	Delhi	Sewa ram overseas(india) pvt ltd
81	Oxycailium turpethum	Nisoth	Root	25920.0	130.0	33,69,600.00	Uttar Pradesh	Mahadev & co
82	Oxaxylum indicum	Sona chhal	Bark	163711.0	70.0	1,14,59,770.00	Delhi	Sewa ram overseas(india) pvt ltd
83	Paecloria lantida	Prasarini	Whole plant/Plant Part	13040.0	88.0	11,47,520.00	Rajasthan	M D Herbals Foods
84	Permalia perfolata	Chiharila	Flower	1018.0	247.0	2,51,446.00	Delhi	Nathimal ruganmal
85	Phaseolus trilobus	Mudgapani	Whole plant/Plant Part	135292.0	15.0	20,29,380.00	Uttar Pradesh	Vee kay heros
86	Picrohiza kurroa	Kutaki	Root	5341.0	1230.0	65,69,430.00	Delhi	Sewa ram overseas(india) pvt ltd
87	Pinus spp.	Keharva	Plant extract/Exude	77.0	1075.0	82,775.00	Delhi	Nathimal ruganmal
88	Pistacia integerrima	Karkatshringi	Fruit/Fruit Part	138816.0	514.0	7,13,51,424.00	Punjab	Dinesh gurbax bawa sons
89	Pluchea lanceolata	Rashna	Root	7398.0	112.0	8,28,576.00	Bihar	Sanjay kumar jompuri
90	Pluchea lanceolata	Rashna patra	leaves	5390.0	31.0	1,67,090.00	Bihar	Sanjay kumar jompuri
91	Plumbago zeylanica	Chitrakmool	Whole plant/Plant Part	6713.0	110.0	73,84,410.00	Delhi	Nathimal ruganmal
92	Portulaca oleracea	Khurpa seed	Seed	71.0	124.0	8,804.00	Uttar Pradesh	Mahadev & co
93	Prunus cerasoides	Padma kash	Stem	5100.0	49.0	2,49,900.00	West Bengal	Morex india
94	Psoralea corylifolia	Bakuchi seed	Seed	7398.0	66.0	4,88,268.00	Delhi	Nathimal ruganmal
95	Prerocarpus marsipium	Bejuy shar	Stem	185558.0	40.0	74,22,320.00	Punjab	Mehra drug house
96	Pterocarpus santalinus	Chandan red	Stem scrap	1311.0	318.0	4,16,898.00	Rajasthan	Bharti traders
97	Pueraria tuberosa	Vidankand (puerari)	Root/Tubers	194617.0	48.0	93,41,616.00	Delhi	Nathimal ruganmal
98	Punica granatum	Dalim sai	Fruit/Fruit Part	692.0	45.0	31,140.00	Uttar Pradesh	Mahadev & co
99	Quercus infectoria	Mayphal	Fruit/Fruit Part	1026.0	362.0	3,71,412.00	Delhi	Nathimal ruganmal
100	Ricinus communis	Erand	Root	2554.0	26.0	66,404.00	Rajasthan	M D Herbals Foods
101	Saccharum spontaneum	Kashmool	Root	38.0	36.0	1,368.00	Rajasthan	Nathimal ruganmal
102	Salmalia malabarica	Semul pushpa	Flower	62.0	45.0	2,787.75	Delhi	Bharti traders
103	Santalum album	Chandan white	Stem	6493.0	2888.0	1,87,51,784.00	Rajasthan	Sewa ram overseas(india) pvt ltd
104	Sapindus mucronari	Ritha	Fruit/Fruit Part	6667.0	102.0	6,80,034.00	Delhi	Sewa ram overseas(india) pvt ltd
105	Saussurea lappa	Kuth (saussurea)	Roots	2207.0	297.0	6,55,479.00	Punjab	Mehra drug house
106	Semecarpus anarardium	Balalata	Seed	40.0	1423.0	56,920.00	Delhi	International traders
107	Shorea robusta *	Ashok/ Shal	Bark	289239.0	14.0	40,49,346.00	Bihar	Sanjay kumar jompuri
108	Solanum indicum	Brihati	Whole plant/Plant Part	165581.0	18.0	29,80,458.00	Uttar Pradesh	Shivalki jodi booti bhandar
109	Sphaeranthus indicus	Gorakhmundi	Flower	5.0	31.0	155.00	Delhi	Nathimal ruganmal
110	Stereosporium suaveolens	Parul/Padal	Bark	163479.0	20.0	32,69,580.00	Uttar Pradesh	Shivalki jodi booti bhandar
111	Symplocos racemosa	Lodhra chhal	Bark	46803.0	51.0	23,86,953.00	Jharkhand	Shiv shankar ram
112	Syzium cumini	Jamun	Bark	124.0	87.0	10,788.00	Uttar Pradesh	Mahadev & co
113	Teramus labialis	Mashparni	Whole plant/Plant Part	135292.0	15.0	20,29,380.00	Uttar Pradesh	Vee kay herbs
114	Terminalia arjuna	Arjun	Bark	66783.0	28.0	18,69,924.00	Chhatisgarh	Ashish marketing



S.no.	Botanical name	common name	Part used	Consumption (in Kg)	Rates Rs/Kg	Value in Rs.	Source (State)	Vendor Details
115	<i>Terminalia belerica</i>	Bahera	Fruit rind	209304.0	37.0	77,44,248.00	Delhi	Sewa ram overseas(india) pvt ltd
116	<i>Terminalia chebula</i>	Haritaki chhikka	Fruit/Fruit Part	477373.0	50.0	2,38,68,650.00	Rajasthan	Deep shree
117	<i>Tinospora cordifolia</i>	Guruchi	Stem	304135.0	39.0	1,18,61,265.00	Uttar Pradesh	Ashagram herbals (opc) pvt ltd
118	<i>Trichosanthes dioica</i>	Patal patra	Whole plant	2927.0	42.0	1,22,934.00	Uttar Pradesh	Vee kay herbs
119	<i>Uroaria picta</i>	Prishnaparni	Whole plant/Plant Part	153081.0	30.0	45,92,430.00	Uttar Pradesh	Shivalik jadi booti bhandar
120	<i>Valeriana wallichii</i>	Sugandhbala	Root	715.0	430.0	3,07,450.00	Punjab	Dinesh gur'bab bawa sons
121	<i>Vetiveria zizanioidis</i>	Khus	Root	3862.0	127.0	4,90,474.00	Uttar Pradesh	National herbs (india)
122	<i>Viola odorata</i>	Gulabana'asa	Flower	8630.0	937.0	80,86,310.00	Punjab	Dinesh gur'bab bawa sons
123	<i>Zanthoxylum alatum</i>	Tomar seed	Seed	246951.0	317.0	7,82,83,467.00	Punjab	Dinesh gur'bab bawa sons
124	<i>Ziziphus mauritiana</i>	Bair chhal	Bark	21408.0	24.0	5,13,792.00	Bihar	Sanjay kumar jompuri
125	<i>Zyziphus jujuba</i>	Ber phal (kola)	Fruit	96.0	113.0	10,848.00	Delhi	Nathimal ruganmal
				60,37,680.95		52,03,21,377.34		

Note:-

* *Shorea robusta* is used as a substitute of *Saraca indica*

Details of species may differ in form I and form A

Supplies of biological resources from cultivated sources during FY 2020-21 : Annexure-I

Supplies of cultivation sites during the FY 2020-21: Annexure- I(A)

Supplies of Biological Resources from Organised sources during FY 2020-21: Annexure-II

Material is purchased from multiple sources, one source is mentioned for illustration.



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Proceedings of the 65th Meeting of EC on Access and Benefit Sharing for processing of applications on 24th January 2022, at NBA, Chennai

Supply from cultivated sources during the year 2020-21									
S.N.	Botanical name	Common name	Part used	Volume (Kg)	Rates/kg	Value (Rs.)	State	Vendor details	
1	<i>Aconitum ferox</i>	Vatshnabh	Roots	214.0	279.0	59,706.0	Uttarakhand	Human Healers	
2	<i>Asparagus racemosus</i>	Satavery	Roots	3000.0	181.0	5,43,000.0	U.P.	NMP Farmers Producer company	
3	<i>Saussurea lappa</i>	Kuth	Roots	300.0	297.0	89,100.0	Uttarakhand	Human Healers	
4	<i>Uraria picta</i>	Prishnaparni	whole plant	2978.0	62.0	1,84,636.0	U.P.	NMP Farmers Producer company	
		Total		6,492.0		8,76,442.0			



(Handwritten signature)

Supplies from Organized sources during 2020-21

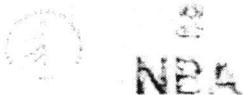
S.n.	Botanical name	Common name	Part used	Quantity (Kg)	Rates (Rs/Kg)	Total Value (Rs.)	Source / Location	Vendor Details
1	<i>Cassia angustifolia</i>	senna	fruits	2990	85	2,54,150.0	Gujarat	Sarveshwar Udyog
2	<i>Clerodendrum Phlemaidis</i>	Agnimonth	Stem	34986	28	9,79,608.0	MP, Gujarat	Hariyali traders, Rah Food and Pharma
3	<i>Terminalia belerica</i>	Baheda	fruits	34,951.0	37.0	12,93,187.0	Gujarat, Odisha	Raj food and Pharma, Aranyak Ecoharvest Pvt. Ltd.
4	<i>Commiphora wightii</i>	Guggulu black	Gum/exude	290.0	1223	3,54,670.0	Gujarat	Raj food and Pharma
5	<i>Commiphora corajifolia</i>	Guruchi/ Giloy	Stem	26,921.0	39.0	10,49,919.0	Gujarat, MP	Raj food and Pharma, Gram Mooligai Co. Ltd
6	<i>Terminalia chebula</i>	Haritaki	Fruits	16,450.0	50.0	8,22,500.0	Gujarat, M.P.	Raj food and Pharma., Gram Mooligai Pvt. Ltd,
7	<i>Leptadenia reticulata</i>	Jivanti	Stem	1,13,088.0	76.0	85,94,688.0	Gujarat	Raj food and Pharma
8	<i>Martynia annua</i>	Kaknasha	Seed	28,673.0	37	10,60,901.0	Gujarat	Raj food and Pharma
9	<i>Azadiracta indica</i>	Neem	Bark/ Stem	2,212.0	21	46,452.0	Gujarat	Raj food and Pharma
10	<i>operculina terpepethum</i>	Nisoth Kala	Roots	9,524.0	130	12,38,120.0	Gujarat	Raj food and Pharma
11	<i>Picrorhiza kurroa</i>	Kutki	Roots	401.0	1230	4,93,230.0	Himachal	Tenta timber and Herbals
12	<i>Prunus cerasoides</i>	Padmakasth	Stem	1,066.0	49.0	52,234.0	Uttarakhand	Green himalaya Herbal Pharma Pvt. Ltd.
13	<i>Sapindus mucarosal</i>	Ritha	fruits	375.0	102	38,250.0	Uttarakhand	Green himalaya Herbal Pharma Pvt. Ltd.
14	<i>Zanthoxylum alatum</i>	Tomer	Fruits	1,340.0	317.0	4,24,780.0	Uttarakhand,	Green himalaya Herbal Pharma Pvt. Ltd.,
15	<i>Pueraria tuberosa</i>	Vidarikand	Tuber	1,264.0	60.3	76,219.2	Odisha	Aranyak Ecoharvest Pvt. Ltd.
Total						1,67,78,908.2		



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LAKSHMI SOMANATHAN <lakshmi@nbaindia.org>

Execution of ABS Agreement under Application Form-I (4197) – Conveying the decision of 65th EC on ABS - reg.

NBA Technical <techbs@nba.nic.in>

Wed, Mar 16, 2022 at 5:29 PM

To: sharukh.khan@dabur.com, pankaj.raturi@dabur.com

Cc: lakshmi <lakshmi@nbaindia.org>, Anandhakumar <techasstb@nba.nic.in>

NBA/ Tech Appl/9/4197/20/20-21

(Through Email Only)

Dated:15.03.2022

To

Mr. Sharukh Khan,

Executive Director – Operations,

Dabur India Limited,

8/3, Asaf Ali Road,

New Delhi-110 002.

Email: sharukh.khan@dabur.com; pankaj@raturi@dabur.com

Sir,

Sub: Execution of ABS Agreement under Application Form-I (4197) – Conveying the decision of 65th EC on ABS - reg.

Ref: Your letter dated 23.09.2021 and 28.10.2021

This has reference to your communication dated 23.09.2021, wherein you have requested to consider the ABS calculation based on 'resource centric approach'. You had also submitted a 'Form A' with a detailed list on the 'Annual Volume of herbs procured during Financial year 2020-2021' and requested to finalize further course towards fulfilment of ABS obligations.

2. Thereafter, vide letter dated 28.10.2021 you have reiterated the request for calculation of ABS based on purchase price of biological resources also quoted the instance wherein NBA has let Dabur pay the ABS component of Rs. 1.5cr for the year 2016-2017 based on the resource centric approach in Appl. No. 1472.

3. In view of the above, it is learned that you have already accessed 144 biological resources (125 species of herbs) from traders/cultivated sources/organized sources without the approval of NBA and thereby contravened the provisions of the BD Act. Hence, your application was placed at the 65th EC on ABS held on 24-01-2022. The EC, after taking note of the OM of MoEF&CC, recommended the application for approval with higher benefit sharing, under Regulation 4 of the ABS guidelines 2014 (0.5%), from the date of commercial utilization. It was also recommended that the applicant must conduct awareness programs in consultation with respective SBBs, within a period of three months from the date of execution of agreement and submit a compliance report.

4. In this connection, a revised draft agreement is enclosed herewith for execution from your end. You are requested to submit the duly executed agreement along with IRCC Form within 15 days from the receipt of this communication.

Encl.: 1. Copy of the Revised Draft Agreement.

2. IRCC Form

Yours faithfully,

Sd/-

(J.Justin Mohan)

Secretary, NBA



2 attachments

 **Revised Draft Agreement - 4197.docx**
31K

 **IRCC Form.docx**
14K

MINUTES OF THE MEETING HELD ON 21st MARCH, 2022 HELD WITH REPRESENTATIVES OF M/S DABUR INDIA LTD AT THE NATIONAL BIODIVERSITY AUTHORITY, CHENNAI ON 21-03-2022

A meeting was held with representatives of M/s Dabur India Pvt. Ltd at the National Biodiversity Authority (NBA), Chennai on 21-03-2022 at 10 AM. The meeting was convened as per the request of M/s Dabur India Pvt. Ltd who requested clarification on certain clauses in the agreements to be signed with NBA based on their Form I and Form III applications. The meeting was chaired by Shri. J.Justin Mohan, IFS, Secretary, NBA. The meeting was attended by the following officials:-

Officials from M/s Dabur Indian Pvt. Ltd.

1. Dr. N B Brindavanam – Advisor, Bioresources Resources Development Group
2. Dr. Sarvepalli Badari Narayan – Advisor
3. Shri. Mahesh Chandra Joshi – Principal Scientist
4. Dr. Pankaj Prasad Raturi – Head of Bioresources Dev Group
5. Shri. A.K.Sharma, Advisor, Law

Officials from NBA

1. Shri. K. Chitrarasu, Advisor (Law)
2. Dr. K.P. Raghuram, Technical Officer (BS)
3. Shri. P.Anandhakumar, Technical Assistant

During the course of the meeting, the officials from M/s Dabur requested certain changes in the agreements to be signed with NBA with respect to benefit sharing. They also requested that the Company may be allowed to pay Benefit Sharing based on the purchase price of the raw material instead of the sale value of the products. Secretary informed that the Draft Agreements incorporating the benefit sharing was based on the decisions of the Authority upon the recommendations of the Expert Committee on Access and Benefit Sharing.

Thereafter the pending applications from M/s Dabur were discussed and decided during the meeting as below:-

FORM I - RESEARCH AND COMMERCIAL UTILIZATION APPLICATIONS:						
File No.	Year of access	Decision of the Authority	ABS paid by the applicant (INR)	Status of the Draft Agreement	Status of signing of the ABS agreement	Requirements
1472	16-17	Benefit sharing component shall be @5% of purchase price of raw materials.	1,50,45,050/-	Draft agreement sent on 19.08.2020.	Agreement Signed on 30.03.2021.	<ol style="list-style-type: none"> 1. The details of the Biological resource with geographical location to be submitted. 2. Proof of arriving at the amount paid to NBA i.e., an audited

						certificate duly signed by the Chartered Accountant to be submitted.
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Decision for 1472:

1. The details of the State(s) from where the biological resources were accessed shall be submitted on or before March 31, 2022. Wherever the exact location is not known, the details of the markets from where the biological resources were procured can be informed.
2. Audited Statement of the purchase price of biological resources shall be submitted as evidence of the paid benefit sharing component on or before April 30, 2022.

1708	17-20	Benefit sharing component shall be as per Regulation No. 4 of the ABS Regulations, 2014 (0.5% of gross ex-factory sale value)	Pending	Draft agreement sent on 16.07.2020	Not yet signed.	Applicant to submit the executed ABS Agreement in two copies for further process at the end of NBA.
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Request from the applicant – The Applicant may be allowed to pay 5% of the cost of raw material (approx. 7 crore +) as per the Regulation No. 3(1) of the Guidelines on Access to biological resources, 2014 and in this regard a request has been given in writing on 21.03.2022.

Decision for 1708 –The request of the applicant shall be placed in the next Authority meeting for consideration.

4197	20-21	Benefit sharing component shall be as per Regulation No. 4 of the ABS Regulations, 2014 (0.5% of gross ex-factory sale value)	Pending	Draft agreement sent on 29.12.2020 & revised draft sent on 15.03.2022	Not yet signed.	Applicant to submit the executed ABS Agreement in two copies for further process at the end of NBA.
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Request from the applicant – The Applicant may be allowed to pay 5% of the cost of raw material (approx. 2 crore +) as per the Regulation No. 3(1) of the Guidelines on Access to biological resources, 2014 and in this regard a request has been given in writing on 21.03.2022.

Decision for 4197 –The request of the applicant shall be placed in the next Authority meeting for consideration.

331/c

3077	13-22	Upfront payment of INR 1,44,000/-	1,44,000/-	Draft agreement sent on 21.04.2021.	ABS agreement has been signed by the applicant and forwarded to NBA.	<p>1. The list of biological resources should be updated. (25 biological resources to be added).</p> <p>2. For four biological resources, the year of access and geographic location should be provided.</p>
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Decision for 3077: The Applicant shall provide the revised Annexure on or before April 30, 2022.

FORM III -IPR APPLICATIONS

File No.	Decision of the Authority	ABS paid by the applicant	Status of the Draft Agreement	Status of signing of the ABS agreement	Requirements
1612	<p>(a)Where the applicant himself commercializes the process/product/ innovation, the monetary benefit sharing shall be 1% on the annual gross ex-factory sale minus government taxes from the date of commercialization.</p> <p>(b)Where the applicant assigns/licenses the process/product/innovation to a third party for commercialization, the applicant shall pay to NBA 5.0% of the fee received (in any form including the license / assignee fee) and 5.0% of the royalty amount received annually from the assignee/licensee from the date of commercialization.</p> <p>(Linked to Form I appl. no.3077)</p>	The benefit sharing for IPR applications should be paid while the product is being commercialized.	Draft agreement sent on 14.11.2019.	Signed ABS agreements have been received.	Annexure A must be modified based on the geographical location specified in the invoice submitted to NBA.

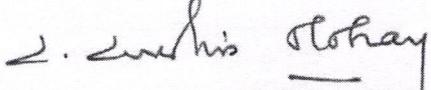
Decision for 1612: The revised Annexure shall be submitted by the Applicant on or before April 30, 2022. The agreement shall be executed after the corresponding Form I application No. 3077 is approved.

1611	BS -1% 5% 5% (as mentioned above)	The benefit sharing for IPR applications should be paid while the product is being commercialised.	Draft agreements sent.	Signed ABS agreements have been received.	Corresponding Form I Application (3077) to be executed.
1607	(Linked to Form I appl. no.3077)				
1608					
1609					
1616					
1610					
1627					

Decision: The agreements will be executed after the corresponding Form I application No. 3077 is approved.

In addition to the above, it is decided that the Applicant shall submit Form A at the end of the Financial Year (2021-2022) along with the Audited Statement. The benefit sharing component shall be computed as per Form A. Further, the Audit report shall also be submitted by the Applicant at the time of paying the benefit sharing component.

The meeting ended with a confirmation from the representatives of M/S Dabur to comply with the above decisions.


(J. Justin Mohan)
Secretary, NBA.

जे. जस्टिन मोहन, आईएफएस
J. JUSTIN MOHAN, IFS
सचिव / SECRETARY
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.

15 350/c

66.45		Expert Committee meeting on Access and Benefit Sharing for Processing of Applications	
Part A: Filled by the NBA Secretariat			
		Reference File No. NBA/ Tech Appl/9/4197/20/	
1.		Name & Address of the Applicant	Dabur India Limited 8/3, Asaf Ali Road, New Delhi - 110 002. Contact person: Mr. Sharukh Khan, Executive Director Email : sharukh.khan@dabur.com
2.	(a)	Application No. & Date	INBA1202002163 & 15.09.2020
	(b)	Category of Application Form	I
	(c)	Whether the prescribed application Form has been used	Yes
	(d)	Whether the Application contains all the required information	Yes
	(e)	Whether the Applicant is Indian/ Non-Indian/Non Resident Indian / Indian having Non-Indian participation in its share capital or management	Section 3(2) Entity
	(f)	Application Fee received	Rs. 10,000/-
3.	(a)	Nature of the requested bio-resources	Plants
		Name of the species	144 biological resources (Given as Annexure)
4.	(b)	Common/ Scientific Name	
		Geographical location for access of the bioresource	
5.		Quantity of bioresource	
6.	(a)	Whether SBB/BMC consulted? [If yes, a copy of the Comments]	Yes
			1. Gujarat SBB has given consent without any reservation on 11.11.2020. 2. Uttar Pradesh SBB has given consent with condition/reservation on 04.12.2020 3. West Bengal SBB vide letter date 06.11.2020 sought certain information from the applicant related to the trader. The same was communicated to the applicant and the reply was sent to the SBB on 04.12.2020. So far there is no response from the WBSBB.

			There is no response from the (Odisha, Chhattisgarh, Himachal Pradesh, Madhya Pradesh, Rajasthan, Bihar, Punjab, Jharkhand, Arunachal Pradesh) SBB till date. Since the 30 days' time limit has lapsed, it may be taken as deemed consent as per the 26 th Authority's decision.
	(b)	Recommendations of SBB/BMC is to be attached	-
7.		Proposed use of the bioresource: Research/Commercial/Bio-survey and Bio-utilization/Transfer of Research Results/IPR/Third Party Transfer*/(*Copy of NBA's approval for access is required where applicable)	Commercial Utilization
8.		Objective for seeking NBA's approval	Accessed biological resources from different traders for commercial utilization i.e., to manufacture Ayurvedic medicines.
9.	(a)	Time taken between receipt of application and its placement before EC on ABS:	One Year, Three months
	(b)	Reasons for inordinate delay if any	Negotiation on ABS between the Applicant and NBA.
10.		Whether listed in NTC by MoEF	Yes
11.		Whether this application of the applicant had already been examined /considered by the EC?	Yes, 65 th EC on ABS

340/c

	<p>If 'Yes' then mention the date and the earlier recommendation</p>	<p>EC noted that the Applicant has now accessed 144 biological resources (125 species of herbs) from traders/cultivated sources/organized sources without the approval of NBA as per the detailed list of the annual volume of herbs procured during 2020-2021.</p> <p>The Expert Committee, taking note of the OM of MoEF&CC, recommended for approval with higher benefit sharing, under Regulation 4 of the ABS guidelines 2014 (0.5%), from the date of commercial utilization.</p>
<p>12.</p>	<p>Remarks by NBA:</p> <ol style="list-style-type: none"> 1. The applicant M/s. Dabur India Ltd., has filed this Form-I application on 15.09.2020 seeking prior approval of NBA to access a list of 133 biological resources for Commercial Utilization. The application is approved by the Competent Authority and clearance letter along with draft agreement was communicated to the applicant on 30.12.2020 thereby mandating the applicant pay ABS in accordance with Reg. 4 of the ABS Guidelines, 2014. 2. Thereafter two virtual hearings were held on 16.09.2020 and 08.12.2020 wherein the Applicant had discussed the ABS modalities in this application along with Appl. nos. 1472, 1708 and 3077. In this Application (4197) it was decided by the competent authority in the meeting dated 08.12.2020 that upon receipt of the consent from SBBs the application shall be processed further. 3. Later, the applicant vide letter dated 20.01.2021 has raised certain queries regarding the fixation of benefit sharing amount, and requested to consider the ABS calculation based on 'resource centric approach'. The benefit sharing amount for commercial utilization is calculated as per regulation no.4 of the 'Guidelines on Access to Biological Resources and Associated knowledge and Benefits sharing Regulations, 2014', which mandates that the benefit sharing amount shall be fixed on annual gross ex-factory sale of the product. 4. Now, the Applicant has vide letter dated 23.09.2021 (received on 27.09.2021) submitted Form A towards the information to be furnished for use of biological resources wherein the applicant has submitted a detailed list on the Annual Volume of herbs procured during Financial year 2020-2021. Further, the Applicant has also requested to finalize further course towards fulfilment of ABS obligations. 5. Further, on 26.10.2021, the applicant has again sent a communication requesting NBA to let Dabur pay the ABS based on the Purchase price following the "<u>resource centric approach</u>". They have also quoted the instance wherein NBA has let Dabur pay the ABS component of Rs. 1.5 Cr for the year 2016-2017 based on the resource centric approach in Appl. No. 1472. The mentioned communication has been placed as Annexure. 	

6. In light of the above, the applicant has accessed 144 biological resources (125 species of herbs) from traders/cultivated sources/organized sources (List enclosed as Annexure) without the approval of NBA and thereby contravened the provisions of the BD Act.
7. Therefore, this application was placed in the 65th EC on ABS which recommended as follows:

“Expert Committee observed that the applicant M/s. Dabur India Ltd, being Section 3 (2) person, had filed this Form-I application for seeking prior approval of NBA to access 133 biological resources for Commercial Utilization. The application was approved by the Competent Authority and draft agreement was sent to the applicant subject to the benefits sharing component as per Regulation 4 of the ABS Guidelines, 2014 (i.e based on the annual gross ex-factory sale of the product).

EC noted that the Applicant has now accessed 144 biological resources (125 species of herbs) from traders/cultivated sources/organized sources without the approval of NBA as per the detailed list of the annual volume of herbs procured during 2020-2021.

The Expert Committee, taking note of the OM of MoEF&CC, recommended for approval with higher benefit sharing, under Regulation 4 of the ABS guidelines 2014 (0.5%), from the date of commercial utilization.

Also, applicant to conduct awareness programs in consultation with respective SBBs, within a period of three months from the date of execution of agreement and submit a compliance report”

8. Accordingly, NBA forwarded the agreement on 16.03.2022.
9. Later, on 21.03.2022, the representatives of the Applicant attended a meeting at NBA, with the Secretary, NBA to discuss the Appln. Nos. 1472, 1708, 4197, 3077 and Form III Applications (1611-1616, 1610 and 1627). It was decided within the meeting that this application (4197) shall be placed before the competent authority for consideration of request by the Applicant, to pay the benefit sharing in accordance with Regulation 3 of the ABS Guidelines.
10. Thereafter, the Applicant vide letter dated 21.03.2022, received on 11.04.2022, has again pleaded for considering the benefit sharing on the basis of Regulation 2 of the ABS Guidelines claiming that the choice between Reg 2 or 4 is vested in the Applicant.
11. In view of the above, it is to submit that the applicant had already accessed the biological resources, commercialized the product without obtaining prior approval of NBA as per Section 3 of the BD Act and the Applicant wants to remit the benefit sharing amount based on purchase price of the raw materials (biological resources) as per Regulation 2 (3% - 5%) of the ABS Guidelines, 2014.

346/c

	12. Hence, this application is placed before the EC for evaluation.
--	---

Signatures of:	
Nil	
Expert Consultant (if any)	
Technical Staff	
S. Rajesh Kumar / Lakshmi S	
P. Anadhakumar	
Technical Assistant	
K.P. Raghuram	
Technical Officer (BS)	
K. Chitrarasu	
Advisor(Law)	
	J. Justin Mohan Counter signed: Secretary, NBA

Part B: Checked by the 65th Expert Committee		
13.	Whether Traditional Knowledge has been used	No
14.	Screening of the bioresources species:	
	(a) Whether Rare/Endemic/Endangered/Threatened	Yes, SI No:31,40,57,78,96,103
	(b) Whether listed under Wildlife Act/CITES/BDA, etc.,	Yes, SI No: 96 &103
	(c) Whether restricted/prohibited under EXIM policy/DGFT guidelines/rules	Yes, SI No: 96 &103
15.	Whether the original file of the applicant was placed before the EC	Yes
16.	Whether the proposal is likely to have an adverse impact on environment/sustainability of use/ livelihoods/ national interest	No
17.	Any other item	Nil

Recommendations of the Expert Committee on ABS (to be incorporated in the prescribed agreement format once approved by the Authority):

Expert Committee observed that the applicant being Section 3(2) entity, had filed this Form-I application for seeking prior approval of NBA to access 133 biological resources for Commercial Utilization. The application was approved by the Competent Authority and draft agreement was forwarded to the applicant subject to the benefits sharing component as per Regulation 4 of the ABS Guidelines, 2014 (i.e based on the annual gross ex-factory sale of the product).

EC also observed that this application was kept before 65th EC on ABS and therein it was noted that the Applicant had accessed 144 biological resources (belonging to 125 species of herbs) from traders/cultivated sources/organized sources without the approval of NBA as per the detailed list of the annual volume of herbs procured during 2020-2021. EC recommended for approval with higher benefit sharing, under Regulation 4 of the ABS guidelines 2014 (0.5%), from the date of commercial utilization.

The EC has now noticed that, the applicant is repeatedly requesting to follow a resource centric approach, even after the draft agreement was sent again for execution. The same request was also made in their meeting with the NBA held on 21.03.2022 and in their letter dated 21.03.2022.

Now, after considering the above events, the EC affirms the decision of the 65th EC on ABS, i.e., the application may be recommended for approval with higher benefit sharing, under Regulation 4 of the ABS guidelines 2014 (0.5%), from the date of commercial utilization.

Also, applicant to conduct awareness programs in consultation with respective SBBs, within a period of three months from the date of execution of agreement and submit a compliance report.

Signature of Chairman and Members (Present) of Committee on ABS

16
352/c

NBA

Execution of ABS Agreement under Application Form-I (4197) – Conveying the decision of 66th EC on ABS - reg.

NBA Technical <techbs@nba.nic.in>

Thu, Aug 4, 2022 at 12:21 PM

To: sharukh.khan@dabur.com, pankaj.raturi@dabur.com

Cc: sarumathi <sarumathi@nbaindia.org>, Anandhakumar <tehasstb@nba.nic.in>

NBA/ Tech Appl/9/4197/20/22-23/

(Through Email Only)

Dated: 04.08.2022

To

Mr. Sharukh Khan,
Executive Director-Operations,
M/s. Dabur India Limited,
8/3, Asaf Ali Road,
New Delhi-110 002.
Email: sharukh.khan@dabur.com; pankaj.raturi@dabur.com

Sir,

Sub.: Execution of ABS Agreement under Application Form-I (4197) – Conveying the decision of 66th EC on ABS - reg.
Ref: Your letter dated 21.03.2022 received on 11.04.2022

This has reference to your letter cited above, wherein you have requested this office to consider the Access and Benefit Sharing under Regulation 2 of the ABS Guidelines (*Resource-Centric Approach*). you have also claimed that the choice of paying the benefit sharing between Regulation 2 or 4 is vested with the applicant.

2. It is to inform that your application along your claims were examined by the Expert Committee on ABS (EC on ABS) in its 66th meeting held on 27th April, 2022. The EC observed that the applicant, being a Section 3(2) entity, had accessed the biological resources without obtaining the prior approval of NBA and thereby contravened the provisions of Biological Diversity Act, 2002. Hence, EC on ABS has not agreed to the claims made by you.
3. Accordingly, you are requested to pay the higher benefit sharing component under Regulation 4 of the ABS guidelines 2014 (*0.5% of annual gross ex-factory sale price of the product*) from the date of commercial utilization and submit the duly certified audited statement for the same.
4. You are also requested to submit the duly signed stamp paper agreement, as instructed by this office vide email dated 16.03.2022, within 15 days from the receipt of this communication.

Yours faithfully,

Sd/-

(J. Justin Mohan)

Secretary, NBA



Ref.: DRDC/2022/BRD/NBA/Aug1
Date: 1st August -2022

Original sent to
Legal section as
application to be made
in next authority

ABS F DESK	
Reg. No. 42	18
IN 10/8	OUT 11/8



To'

Hon. Chairman
National Biodiversity Authority
5th Floor, TICEL Bio park,
Taramani
CHENNAI-600013

राष्ट्रीय जैव विविधता प्राधिकरण, चेन्नई
National Biodiversity Authority, Chennai
डायरी संख्या / Diary No : 1257
को प्राप्त / Received On: 5/8/22

Sirs,

Subject: -Representation on Benefit Sharing model based on "Resource Value"

In the context of the subject matter, we hereby submit that our organization is working to comply with the requirements of the Biological Diversity Act under Section 3(2) from the fiscal year 2016-17 onwards. Since then, we were able to fulfil the procedural and financial obligations only for one fiscal year i.e., 2016-17. For this period, both NBA and our organization agreed upon a Resource Centric compounding of benefit sharing as described in the subject field.

This was possible due to the supportive role of your kind Authorities in arriving at Mutually Agreed Terms. The Authority considered the statutory provision as well as technical aspects of our application in a compassionate manner.

Somehow, the same level of understanding consideration and understanding was not manifested in dealing with our applications for the rest of fiscal years 2017-18, 2018-19, 2019-20 and 2020-21. As a result, we have been unable to complete regulatory processes as defined under the law. The NBA has been asking us to compound ABS based on the ex-factory sale price of the products as defined under Regulation-4, making it a product-centric approach", which we are constrained to negate.

It is in this matter; we place the following pointers seeking your kind attention and sympathetic consideration.

1) **Nature of Our Business & Scope of our Applications:**

- a) We utilize the traded biological resources (the medicinal plants) for the manufacturing of Ayurvedic medicines and healthcare products. For this purpose, we procure the medicinal plants in commercial volumes largely from conventional trade channels. Our procurement range covers diverse species and the annual consumption volume for each species varies. Our applications enumerated 125 species every year, which indicates our characteristic pattern of commercial utilization of bioresources.
- i) *Technically, we follow the practice of "poly-herbalism" as described in ancient Ayurvedic literature. This term can be explained as a "process of using multiple herbs into one product and using one herb in multiple formulations."*
- b) We further state that our applications do not pertain to any discovery, bioprospecting, or such related commercial developments. We procure raw medicinal plants and do

Dabur Research & Development Centre

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not access them directly from their habitats or sources of origin. Hence, our application needs a distinct perspective of treatment but very much, within the ambit of the law.

2) Statutory Provisions:

- a) So long, in our deliberations and correspondence, the officials and experts of the NBA were seeking us to compound benefit sharing under Regulation-4. We once again humbly submit that this approach is not justified if the statutory provision is examined closely. For your ready reference, we reproduce the text under Regulation-4 verbatim:

“(4): Option of Benefit-sharing on the Sale price of the Biological Resources Accessed for Commercial utilization under Regulation-2:

When the biological resources are accessed for commercial utilization and bio-survey and bio- utilization, the applicant shall have the option to pay the benefit sharing ranging from 0.1 to 0.5% at the following graded percentages of annual gross ex-factory sale of the product which shall be worked out based on the annual gross ex-factory sale minus Government taxes...”

- b) The above text vests the option of a product-centric approach to the applicant. We humbly submit that the respective benefit claimer (represented by NBA in our case), does not have any role in this option.
- c) In our applications and earlier submissions, we have never indicated our interest in this optional model of benefit sharing. To our view, “product-centric benefit sharing” is not tenable and unjustified and hence, we certainly wish not to exercise this option. The following technical ground justifies our stance against this option provided under Regulation-4.

3) Technical Ground:

- a) The ex-factory sale prices represent the costs of all materials which do not fit into the definition of biological resources- as defined under the act. The packaging materials, pharmaceutical excipients, natural substances like sugar, jaggery, water etc. constitute important cost elements for this purpose. The processing costs like power, depreciation on machinery, manpower costs etc. are included in the calculation of at sale price. The biological Diversity Act has no role in these cost elements. Also, each formulation invariably contains species listed as NTAC to which, the provisions of the Act are not applicable.
- b) Your kind authorities too would agree that, claiming benefit sharing on all these cost elements goes against the principle of natural justice.

4) Allocated Finances belong to Benefit Claimer:

- a) Lastly, we submit that our organization has been earmarking financial allocations towards payments of benefit sharing, based on the actual purchase value of biological resources declared in Form-A.
- b) The allocated funds belong technically to the Benefit Claimers (represented by your Authority in our case). It would be unjustified to keep the amounts of money with us while we are willing to fulfil our obligations.

We wish to call your attention to the first agreement between NBA and Dabur. This agreement was reached after adequate deliberations as required under the statutory processes. This agreement reflects the mutual respect and the spirit of negotiations as envisaged by the

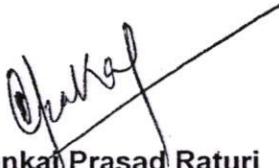
353/-

International Treaty of CBD. We do expect the same kind of understanding between us the Authority as a Regulator in one part and Dabur as an applicant in the other part. We earnestly wish that this association goes smooth without scope for differences in opinion and related conflicts.

We, therefore, request your kind authorities to reconsider the approaches of compounding benefit sharing and place before the upcoming Authority Meeting for their kind consideration to allow us to follow the "resource-centric method for the pending ABS payments (2017- 2021)

In brief, we are always ready to comply with the BD act in letter and spirit and our full cooperation with NBA.

Thanking you and with Kind Regards

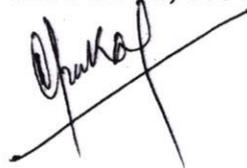


Dr. Pankaj Prasad Raturi
Head- Bio-Resource Development
Dabur Research & Development Centre



✓ CC

The Secretary, National Biodiversity Authority, 5th Floor, TICEL Biopark, CSIR Road, TARAMANI, 600113 Chennai.



Ref: DRDC/2022/BRD/4197/Aug-01
Date- August 25, 2022

ABS F DESK	
Rec. No: 53	2
IN 29/8	OUT 30/8



To,
The Secretary,
National Biodiversity Authority
5th Floor, TICEL Bio Park,
CSIR Road, Taramani,
Chennai - 600113
Tamil Nadu, India

गण्तीय जैव विविधता प्राधिकरण, चेन्नई
National Biodiversity Authority, Chennai
डायरी संख्या / Diary No : 1426
को प्राप्त / Received On: 29/8/22

Serial no: 147
29/8/22

Dear Sir,

Sub: Application in Form I, Application no. INBA1202002163 dated 15.09.2020 filed by M/s. **Dabur India Limited.**
Ref.: NBA/ Tech Appl/9/4197/20/22-23- Your email dated 04.08.2022.
Ref.: Our letter dated 01.08.2022 titled "Representation on Benefit Sharing Model based on Resource Value"
Ref.: Minutes of the meeting held on 21.03.2022 held with representatives of M/s. Dabur India Ltd. at the National Biodiversity Authority, Chennai

We (hereinafter "us", "Applicant", "Dabur") write in response to your email dated 04.08.2022.

It is submitted in relation to the captioned Form I Application, approval in the form of Draft Benefit Sharing Agreement (hereinafter "**ABS Agreement**") was issued by your good selves on 29.12.2020 and a revised agreement was sent on 15.03.2022 under the Guidelines on Access to Biological Resources and Associated Knowledge and Equitable Sharing of Benefits Regulations, 2014 (hereinafter "**ABS Regulations 2014**") framed under the Biological Diversity Act, 2002 (hereinafter "**BDA**") and the Biological Diversity Rules, 2004 (hereinafter "**Rules**") framed thereunder. The said ABS Agreement was issued for providing approval for access to biological resources (hereinafter "**BRs**") for commercial utilization purposes.

At the outset, we would like to mention that the Applicant company utilizes traded biological resources (i.e. medicinal plants) for the manufacturing of Ayurvedic medicines and healthcare products. For this purpose, we procure the medicinal plants in commercial volumes largely from conventional trade channels. Our procurement range covers diverse species and the annual consumption volume for each species varies. Our application enumerated around 133 species, which indicates our characteristic pattern of commercial utilization of bio-resources. Further, the Applicant remains fully committed towards the objectives of the BDA, including conservation and sustainable use of the biological resources of India and towards compliance with the requirements under the BDA, Rules and Regulations made thereunder.

Further, on receipt of your email dated 04.08.2022, we were surprised to learn of the observation of the Expert Committee (EC) that the Applicant has contravened the provisions of the BDA. It is submitted that we have duly applied for approvals before your good office for access approval of biological resources since 2016. Therefore, it is submitted that the said observation by the

Dabur Research & Development Centre

Plot No. 22, Site IV, Sahibabad-201010, Ghaziabad (U.P.), India, Tel: (0120) 3378400 (30 lines) Fax : (0120) 4552645
Regd. Office: 8/3, Asaf Ali Road, New Delhi - 110 002 (India)

CIN: L24230DL1975PLC007908, Email: corpcomm@dabur.com, Website: www.dabur.com

48 (5) P1

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EC that we have contravened the provisions of the BDA by accessing the biological resources without approval, is incorrect and unsubstantiated. It is humbly submitted that *vide* our correspondence dated 01.08.2022 and based on the minutes of the meeting held on 21.03.2022, we requested your good office *bonafidely* to permit us to exercise the option of paying the benefit sharing based on the purchase price as per Regulation 3 of the ABS Regulations, 2014. The submissions in our letter dated 01.08.2022 are relied upon and reiterated and not repeated herein for the sake of brevity. It is submitted that there has been no discussion or observation prior to the email dated 04.08.2022 regarding any contravention whatsoever by the Applicant. Therefore, it is humbly submitted that the entire premise of the email dated 04.08.2022, namely the alleged contravention by us is patently incorrect and is not aligned with the principles of natural justice.

It is submitted that on a combined reading of Regulation 3 and Regulation 4 of the ABS Regulations 2014, an Applicant shall have the option to pay the benefit sharing on the purchase price or based on the annual gross ex-factory sale of the product minus government taxes. However, your good office *vide* the email dated 04.08.2022, have unilaterally imposed the obligation as per Regulation 4 for access approval for commercial utilization, ignoring the option chosen by the Applicant for complying with the monetary benefit sharing obligations. It is submitted that such a unilateral and mandatory imposition of benefit sharing without permitting the Applicant to exercise the option as provided under the ABS Regulations, 2014 is contrary to Section 21(1) of the BDA which contemplates granting of approvals on terms and conditions mutually agreed between the person applying for such approval, local bodies concerned and the benefit claimers. It is further submitted that such imposition is also contrary to the previous approvals accorded by your good office in respect of Form I Application No. 1472. It is submitted that as recorded in the minutes of the meeting dated 21.03.2022, your good office has executed the agreement with us based on the benefit sharing component of 5% of the purchase price of the biological resources. It is accordingly humbly submitted that there is no basis whatsoever to now adopt a different position, without any reasoning or basis.

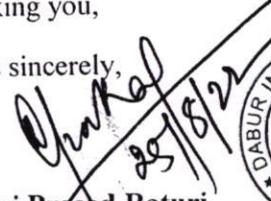
Lastly, based on the minutes of the meeting dated 21.03.2022, we are given to understand that our request pertaining to the benefit sharing payment based on the purchase prices in respect of the captioned Form I application will be placed for consideration before the **Authority's next meeting**. Accordingly, we hope that your good office will favourably consider our *bona fide* request to exercise the statutory option provided to Applicants under the ABS Regulations, 2014. Further, we eagerly look forward to receiving the **minutes of the said Authority meeting** and the decision in respect of the captioned Form I application.

We remain at your disposal for any further comments, feedback or queries that you may have.

In addition, we request you to kindly consider the above submissions favourably and consider having an interaction or grant a hearing, preferably by means of video conference owing to the current circumstances with COVID-19, to discuss the submissions hereinabove in greater detail.

Thanking you,

Yours sincerely,


Pankaj Prasad Raturi

Head, Bio-Resources Development



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66:08 Seeking guidance to proceed with the pending applications filed by the applicant (Indian Oil Corporation Ltd.) under the O.M issued by MoEF&CC

Secretary, NBA explained to the members that there are **68 applications** pending from the applicant (Indian Oil Corporation Ltd.) under the O.M issued by MoEF&CC which are as follows:

1. In 42 Form I applications, the upfront payments are not paid by the applicant. The total upfront payment pending for the applications are Rs.14,64,000/- (Rupees Fourteen Lakhs Sixty-Four Thousand Only).
2. In 8 Form III applications, the connected Form I applications are not executed.
3. In 2 Form III applications and 3 Form I applications, defects in Stamp Paper Agreement has to be rectified.
4. In 13 applications, NBA has sent the clearance and draft agreements for execution. But, NBA has not received any signed Stamp Paper Agreements for the applications despite of several reminders.

Secretary, NBA informed that in spite of repeated notices, the applicants have not responded and therefore it is proposed to invoke Section 56 of the BD Act, 2002 to levy fine on these applicants till such time they abide by the Orders of the Authority and recover the amount under the Revenue Recovery Act.

But, the members suggested that Section 56 of the BD Act, 2002 may not be invoked and the decision taken under Agenda No. 66.07 will hold good for these applications also.

Decision: a. Members decided that NBA Secretariat shall not invoke Section 56 of the BD Act, 2002 till the BD Amendment Bill is passed by Parliament.

Action: NBA Secretariat

66.09 To consider the request of M/s.Dabur India Limited on the payment of ABS based on resource-centric method

Secretary, NBA explained that M/s.Dabur India Limited had attended the meeting on 21.07.2022 and submitted their request to the Expert Committee on ABS to re-consider the ABS on the basis of resource-centric method. The EC on ABS

S. Suresh Babu
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observed that the application was categorized under the contravention cases, wherein the applicant being a section 3(2) entity had accessed 126 bio-resources without the prior approval of NBA and is an offender before the law.

Furthermore, it was observed that the applicant had accessed high economic value species like *Aconitum heterophyllum*, which is a threatened species, Red sanders (item no:97) accessed quantity was 7707 kg and White Sandal (item no: 102) accessed quantity was 14865 kg. Therefore, the EC on ABS have not considered the request by the applicant and recommended NBA to execute the stamp paper agreement as per the Regulation 4 of the ABS guidelines.

Secretary, NBA informed Dabur is a prominent AYUSH company and has requested to pay ABS on the purchase price of the raw material instead of the sale value of the products. According to the EC on ABS, concessions have never been granted for any contravention cases and the same principle has to be followed for Dabur also. As the applicant has not obtained the approval, legal action can be initiated.

Members suggested that Section 56 of the BD Act, 2002 should not be invoked till the BD Amendment Bill is passed in Parliament and the decision taken under Agenda No. 66.07 will hold good for these applications also.

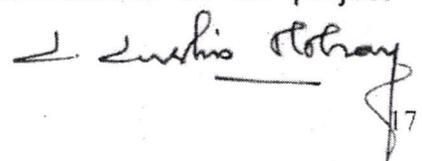
Decision: a. Members decided that NBA Secretariat shall not invoke Section 56 of the BD Act, 2002 till the BD Amendment Bill is passed in Parliament.

Action: NBA Secretariat

66.10 To consider the project proposal on Operationalization of BMCs through Core Activity Action Plan (CAAP) by Andhra Pradesh State Biodiversity Board

Secretary, NBA informed that the Member Secretary of the Andhra Pradesh State Biodiversity Board who had submitted the proposal on "Operationalization of BMCs through Core Activity Action Plan (CAAP)" has superannuated. Hence, Secretary, NBA suggested that the present Member Secretary of Andhra Pradesh State Biodiversity Board may be invited to present the proposal in the next Authority meeting.

Shri. Achalender Reddy, requested for few clarifications on the project


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Ref: DRDC/2022/BRD/A21-22/N-16
Date- 27th July, 2022

ABS F DESK	
Reg. No: 24-5	
IN 22/8	OUT 23/8



The Secretary,
National Biodiversity Authority
5th Floor TICEL Bio-park,
CSIR Road, Taramani,
Chennai-600113
Tamil Nadu

राष्ट्रीय जैव विविधता प्राधिकरण, चेन्नई
National Biodiversity Authority, Chennai
डायरी संख्या / Diary No : 1345
को प्राप्त / Received On: 19/8/22

Serial No: 120
22/8/22

Subject- Submission of Form A (For FY 2021-22) under section 24 of the Biological Diversity Act, 2002.

Reference: Our online Form-1 submission bearing number INBA1202002163 dated 15th September 2020.

TO (BS)

Dear Sir,

We are hereby submitting Form-A towards the actual utilization of Bio-resources during the year 2021-22. We also request you to finalize the further course towards fulfilment of ABS obligations.

Thank you
With Regards
(For Dabur India Ltd.)


(Sharukh Khan)
Executive Director – Operations



22/8/2022

23/8/22

DABM 23/8/22

YAS 24/8/22

Dabur Research & Development Centre

20/1/2022

FORM-A

(See Regulation 2)

Information to be furnished for use of biological resources by the applicant

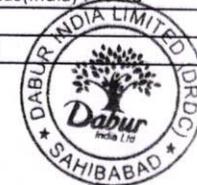
(Self disclosure)

Financial Year 2021-22

Specific Purpose of access- (whether for trade or manufacturing)

Manufacturing Ayurvedic Medicine

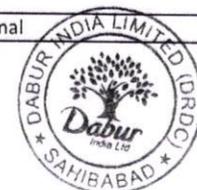
Annual Volume of Herbs Procured During Financial Year 2021-22								
S.no.	Botanical name	common name	Part used	Consumption (in Kg)	Rates Rs/Kg	Value in Rs.	Source (State)	vendor Details
1	<i>Abies webbiana</i>	Talispatra	Leaves	36396.0	120.0	43,67,520.00	Punjab	Mehra drug House
2	<i>Acacia catechu</i>	katha	Stem	618.0	693.0	4,28,274.00	Delhi	Madan Mohan Ram Kishan
3	<i>Acacia catechu</i>	Khadir	Bark	39289.0	29.0	11,39,381.00	Delhi	Madan Mohan Ram Kishan
4	<i>Acacia concina</i>	Shikakai	Fruit/Fruit Part	9760.0	96.0	9,36,960.00	Delhi	Nathimal Rughanmal
5	<i>Acacia farnesiana</i>	Irimed chhal	Bark	970.0	50.0	48,500.00	Delhi	Nathimal Rughanmal
6	<i>Acacia nilotica</i>	Babul chhal	Bark	43570.0	22.0	9,58,540.00	Bihar	Sanjay Kumar Jonpuri
7	<i>Aconitum ferox</i>	Vatsanabh	Root	1144.0	481.0	5,50,264.00	Delhi	International Traders
8	<i>Aconitum heterophyllum</i>	Atich	Root	1218.0	4509.0	54,91,962.00	Himachal Pradesh	The Lahoul valley medicinal & aromatic plants growers coprative and marketing society Ltd.
9	<i>Aegle marmelos</i>	Bel chhal	Bark	145488.0	28.0	40,73,664.00	Uttar Pradesh	Shivalik jadi booti bhandar
10	<i>Aegle marmelos</i>	Belgiri	Fruit/Fruit Part	718.0	42.0	30,156.00	Uttar Pradesh	Shivalik jadi booti bhandar
11	<i>Albizia labback</i>	Shirish chhal	Bark	4081.0	27.0	1,10,187.00	Delhi	Capital Traders
12	<i>Alhagi pseudalhagi</i>	Jawasa	Whole plant	24956.0	33.0	8,23,548.00	Rajasthan	Deep Shree
13	<i>Alpinia galanga</i>	Kulanjana	Root	741.0	138.0	1,02,258.00	Delhi	Nathimal Rughanmal
14	<i>Alstonia scholaris</i>	Chhatim chhal	Bark	609.0	123.0	74,907.00	Uttar Pradesh	Mahadev & Co.
15	<i>Amooro rohitaka</i>	Rohitik chhal	Bark	3098.0	37.0	1,14,626.00	Uttar Pradesh	Vee Kay Herbs
16	<i>Andrographis paniculata</i>	Kalmegh	Whole plant	1049.0	47.0	49,303.00	Delhi	Capital Traders
17	<i>Argemone maxicana</i>	Swarn kshiri	Whole plant	137.0	41.0	5,617.00	Uttar Pradesh	Vee Kay Herbs
18	<i>Argyria speciosa</i>	Bidhara mool	Root	1446.0	27.0	39,042.00	Uttar Pradesh	Vee Kay Herbs
19	<i>Arnebia banthemii</i>	Ratanjyot	Root	23724.0	290.0	68,79,960.00	Punjab	K.K Traders
20	<i>Asparagus racemosus</i>	Satawari	Root	244593.0	232.0	5,67,45,576.00	Uttar Pradesh	Shivalik jadi booti bhandar
21	<i>Asteracantha longifolia</i>	Talmakhana beej	Seed	700.0	368.0	2,57,600.00	Delhi	International Traders
22	<i>Azadirachta indica</i>	Neem chhal	Bark	18820.0	22.0	4,14,040.00	Gujarat	Raj Food and Pharma
23	<i>Baliospermum montanum</i>	Dantimool	Root	2176.0	81.0	1,76,256.00	Delhi	Nathimal Rughanmal
24	<i>Barleria prionitis</i>	Piyabasha	Whole plant/Plant F	2400.0	45.0	1,08,000.00	Delhi	Nathimal Rughanmal
25	<i>Barringtonia acutangula</i>	Hizal seeds	Fruit/Fruit Part	159.0	73.0	11,607.00	Delhi	Sewa Ram Overseas(India) Pvt Ltd
26	<i>Bauhinia variegata</i>	Kachnar chhal	Bark	1209.0	36.0	43,524.00	Delhi	Capital Traders
27	<i>Bergenia ligulata</i>	Pashanbhed	Root	422.0	95.0	40,090.00	Delhi	Universal Biotech



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2/8/23

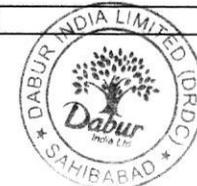
S.no.	Botanical name	common name	Part used	Consumption (in Kg)	Rates Rs/Kg	Value in Rs.	Source (State)	vendor Details
28	<i>Blepharis edulis</i>	Uttangan beej	Seed	186.0	664.0	1,23,504.00	Delhi	Sewa Ram Overseas(India) Pvt Ltd
29	<i>Bombax ceiba</i>	Mochras	Plant extract/Exude	2283.0	262.0	5,98,146.00	Rajasthan	Deep Shree
30	<i>Buchanania latifolia</i>	Chiranji dana	Seed	279.0	1062.0	2,96,298.00	Delhi	Madan Mohan Ram Kishan
31	<i>Butea monosperma</i>	Palas seeds	Seed	13477.0	37.0	4,98,649.00	Delhi	Sewa Ram Overseas(India) Pvt Ltd
32	<i>Caesalpinia sappns</i>	Patang	Stem	379.0	162.0	61,398.00	Uttar Pradesh	Mahadev & Co.
33	<i>Callicarpa macrophylla</i>	Priyangu	Flower	5151.0	123.0	6,33,573.00	Delhi	Sewa Ram Overseas(India) Pvt Ltd
34	<i>Cedrus deodara</i>	Deodaru dust	Stem	30491.0	31.0	9,45,221.00	Delhi	Sewa Ram Overseas(India) Pvt Ltd
35	<i>Celastrus paniculatus</i>	Malkagini	Seed	149.0	179.0	26,671.00	Delhi	International Traders
36	<i>Cissampelos pareira</i>	Patha	Whole plant/Plant F	4607.0	29.0	1,33,603.00	Delhi	Nathimal Rughanmal
37	<i>Citrullus colocynthis</i>	Indrayan mool	Root	2570.0	48.0	1,23,360.00	Punjab	Dinesh Gurbax Bawa Sons
38	<i>Clerodendrum indicum</i>	Bharangi	Bark	7228.0	97.0	7,01,116.00	Delhi	Capital Traders
39	<i>Clerodendrum phlemoidis</i>	Agnimonth	Whole plant/Plant F	141928.0	24.0	34,06,272.00	Uttar Pradesh	NMP Farmer Producer Company Limited
40	<i>Commiphora wightii</i>	Gugglu black	Plant extract/Exude	15225.0	1245.0	1,89,55,125.00	Punjab	Mehra Drug House
41	<i>Convolvulus pluricaulis</i>	Shankh pushpi	Whole plant/Plant F	368902.0	40.0	1,47,56,080.00	Rajasthan	Omprakash Dilip Kumar
42	<i>Cratava nurvala</i>	Barun chhal	Bark	1440.0	95.0	1,36,800.00	Uttar Pradesh	Vee Kay Herbs
43	<i>Curculigo orchioides</i>	Mushali black	Root	3197.0	228.0	7,28,916.00	Delhi	Nathimal Rughanmal
44	<i>Curcuma zedoaria</i>	Katchur	Root	19794.0	48.0	9,50,112.00	Himachal Pradesh	Tenta timber and herbals
45	<i>Datura metel</i>	Dhatoora	Whole plant/Plant F	1210.0	34.0	41,140.00	Uttar Pradesh	Vee Kay Herbs
46	<i>Datura metel</i>	Dhatoor seeds	Seed	305.0	210.0	64,050.00	Uttar Pradesh	Vee Kay Herbs
47	<i>Desmodium gangeticum</i>	Salparni	Whole plant/Plant F	133687.0	25.0	33,42,175.00	Uttar Pradesh	AGS HERBALS
48	<i>Dioscorea bulbifera</i>	Barahikand	Root	232951.0	45.0	1,04,82,795.00	Uttar Pradesh	Vishal Traders
49	<i>Embelia ribes</i>	Bedang	Fruit/Fruit Part	34292.0	520.0	1,78,31,840.00	Punjab	Mehra Drug House
50	<i>Ferula jaeschkeana</i>	Hingupatri	Fruit/Fruit Part	227.0	139.0	31,553.00	Delhi	International Traders
51	<i>Ficus bengalensis</i>	Bat chhal	Bark	315.0	40.0	12,600.00	Delhi	Nathimal Rughanmal
52	<i>Ficus bengalensis</i>	Batjata	Root	508.0	38.0	19,304.00	Delhi	Nathimal Rughanmal
53	<i>Ficus racemosa</i>	Udumber chhal	Bark	92.0	31.0	2,852.00	Uttar Pradesh	Vee Kay Herbs
54	<i>Ficus religiosa</i>	Pipal chhal	Bark	281.0	28.0	7,868.00	Uttar Pradesh	NMP Farmer Producer Company Limited
55	<i>Fumaria parviflora</i>	Khet papra	Whole plant/Plant F	3485.0	46.0	1,60,310.00	Delhi	Nathimal Rughanmal
56	<i>Gmelina arborea</i>	Gambhar chhal	Bark	132853.0	65.0	86,35,445.00	Uttar Pradesh	Shivalik jadi booti bhandar
57	<i>Gymnema sylvestre</i>	Gurmar leaves	leaves	1260.0	147.0	1,85,220.00	Delhi	International Traders
58	<i>Hedychium spicatum</i>	Kapur kachri	Root	107971.0	102.0	1,10,13,042.00	Uttarakhand	Green Himalaya Herbal Farma Pvt Ltd
59	<i>Hemidesmus indicus</i>	Anantmool	Root	13870.0	693.0	96,11,910.00	Delhi	Nathimal Rughanmal
60	<i>Holarrhena antidysenterica</i>	Indrajawa	Seed	6154.0	226.0	13,90,804.00	Bihar	Sanjay Kumar Jonpuri
61	<i>Holarrhena antidysenterica</i>	Kutaj chhal	Bark	18885.0	31.0	5,85,435.00	Bihar	Sanjay Kumar Jonpuri
62	<i>Hyoscyamus niger</i>	Khurasani ajawain	Seed	56.0	186.0	10,416.00	Delhi	Sewa Ram Overseas(India) Pvt Ltd
63	<i>Ipomea digitata</i>	Bedarikand	Root	187780.0	85.0	1,59,61,300.00	Chattisgarh	Shital traders
64	<i>Juniperus communis</i>	Howber	Fruit/Fruit Part	430.0	152.0	65,360.00	Delhi	Madan Mohan Ram Kishan
65	<i>Justicia adhatoda</i>	Basak leaves	Leaves	158919.0	31.0	49,26,489.00	Rajasthan	Deep Shree
66	<i>Leonotis nepetifolia</i>	Granthiparni	Root	1910.0	43.0	82,130.00	Delhi	Nathimal Rughanmal



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S.no.	Botanical name	common name	Part used	Consumption (in Kg)	Rates Rs/Kg	Value in Rs.	Source (State)	vendor Details
67	<i>Leptadenia reticulata</i>	Jivanti (leptadenia)	Stem	103580.0	71.0	73,54,180.00	Gujarat	Raj Food and Pharma
68	<i>Magnifera indica</i>	Amra chhal	Bark	158.0	18.0	2,844.00	Uttar Pradesh	Vee Kay Herbs
69	<i>Marsdenia tenacissima</i>	Murbamool	Root	2060.0	59.0	1,21,540.00	Uttar Pradesh	Vee Kay Herbs
70	<i>Martynia annua</i>	Kaknasha	Seed	111131.0	50.0	55,56,550.00	Chattisgarh	Ashish Market
71	<i>melia azadarach</i>	Mahaneem beej	Seed	420.0	38.0	15,960.00	Delhi	Nathimal Rughanmal
72	<i>Mesua ferrea</i>	Nag keshar dana	Seed	940.0	324.0	3,04,560.00	Orissa	Aranyak Ecoharvest Private Limited
73	<i>Mesua ferrea</i>	Nag keshar phool	Flower	33987.0	118.0	40,10,466.00	Orissa	Aranyak Ecoharvest Private Limited
74	<i>Mimosa pudica</i>	Lajwanti	Whole plant/Plant F	177.0	114.0	20,178.00	Rajasthan	M.D. Herbals and Foods
75	<i>Mimusops elengi</i>	Bakul chhal	Bark	89.0	165.0	14,685.00	Uttar Pradesh	Mahadev & Co.
76	<i>Moringa oleifera</i>	Shahijan chhal	Bark	109.0	44.0	4,796.00	Uttar Pradesh	Vee Kay Herbs
77	<i>Mucuna pruiens</i>	Alkushi	Seed	1153.0	72.0	83,016.00	Uttar Pradesh	Mahadev & Co.
78	<i>Myreca esculenta</i>	Kaifal	fruit	232.0	60.0	13,920.00	Delhi	Universal Biharotech
79	<i>Nardostachys jatamansi</i>	Jatamansi	Root	1712.0	959.0	16,41,808.00	Delhi	International Traders
80	<i>Nymphaea stellata</i>	Neel kamal	Flower	117338.0	86.0	1,00,91,068.00	Bihar	Sanjay Kumar Jonpuri
81	<i>Onosma bracteatum</i>	Gawzaban	Whole plant/Plant F	34.0	219.0	7,446.00	Delhi	Capital Traders
82	<i>Operculina turpethum</i>	Nisoth	Root	25499.0	152.0	38,75,848.00	Jharkhand	Shiv shankar Ram
83	<i>Oroxylum indicum</i>	Sona chhal	Bark	142084.0	74.0	1,05,14,216.00	Uttar Pradesh	Shivalik jadi booti bhandar
84	<i>Paederia foitida</i>	Prasarini	Whole plant/Plant F	14037.0	96.0	13,47,552.00	Delhi	Nathimal Rughanmal
85	<i>Permalia perlata</i>	Chharila	Flower	1086.0	260.0	2,82,360.00	Punjab	Dinesh Gurbax Bawa Sons
86	<i>Phaseolus trilobus</i>	Mudgaparni	Whole plant/Plant F	112911.0	19.0	21,45,309.00	Uttar Pradesh	Natural herbs trading company
87	<i>Picrohiza kurroa</i>	Kutaki	Root	5206.0	1332.0	69,34,392.00	Himachal Pradesh	Tenta timber and herbals
88	<i>Pinus spp.</i>	Keharva	Plant extract/Exude	116.0	1078.0	1,25,048.00	Delhi	Nathimal Rughanmal
89	<i>Pistacia integerrima</i>	Karkatshringi	Fruit/Fruit Part	116325.0	553.0	6,43,27,725.00	Punjab	Deepak Bawa & Company
90	<i>Pluchea lanceolata</i>	Rashna	Root	6872.0	119.0	8,17,768.00	Bihar	Sanjay Kumar Jonpuri
91	<i>Pluchea lanceolata</i>	Rashna patra	leaves	5341.0	34.0	1,81,594.00	Bihar	Sanjay Kumar Jonpuri
92	<i>Plumbago zeylanica</i>	Chitrakmool	Whole plant/Plant F	63227.0	169.0	1,06,85,363.00	Delhi	Sewa Ram Overseas(India) Pvt Ltd
93	<i>Portulaca oleracea</i>	Khurpa seed	Seed	34.0	121.0	4,114.00	Uttar Pradesh	Mahadev & Co.
94	<i>Prunus cerasoides</i>	Padma kash	Stem	6217.0	45.0	2,79,765.00	Himachal Pradesh	Tenta timber and herbals
95	<i>Psoralea corylifolia</i>	Bakuchi seed	Seed	5661.0	82.0	4,64,202.00	Delhi	Sewa Ram Overseas(India) Pvt Ltd
96	<i>Pterocarpus marsupium</i>	Bejoy shar	Stem	164224.0	48.0	78,82,752.00	Delhi	Madan Mohan Ram Kishan
97	<i>Pterocarpus santalinus</i>	Chandan red	Stem scrap	1391.0	320.0	4,45,120.00	Rajasthan	Bharti Traders
98	<i>Pueraria tuberosa</i>	Vidarikand (pueraria)	Root	166201.0	59.0	98,05,859.00	Orissa	Aranyak Ecoharvest Private Limited
99	<i>Punica granatum</i>	Dalim sal	Fruit/Fruit Part	150.0	37.0	5,550.00	Punjab	Deepak Bawa & Company
100	<i>Quercus infectoria</i>	Mayphal	Fruit/Fruit Part	223.0	368.0	82,064.00	Delhi	Sewa Ram Overseas(India) Pvt Ltd
101	<i>Ricinus communis</i>	Erand	Root	2540.0	30.0	76,200.00	Delhi	Capital Traders
102	<i>Saccharum spontaneum</i>	Kashmool	Root	25.0	44.0	1,100.00	Uttar Pradesh	Vee Kay Herbs
103	<i>Salmalia malabarica</i>	Semul pushpa	Flower	74.0	71.0	5,254.00	Delhi	Nathimal Rughanmal
104	<i>Santalum album</i>	Chandan white	Stem	6653.0	2993.0	1,99,12,429.00	Rajasthan	BHARTI TRADERS
105	<i>Sapindus mucorosai</i>	Ritha	Fruit/Fruit Part	7747.0	118.0	9,14,146.00	Delhi	Nathimal Rughanmal



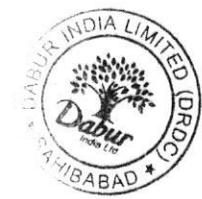
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S.no.	Botanical name	common name	Part used	Consumption (in Kg)	Rates Rs/Kg	Value in Rs.	Source (State)	vendor Details
106	<i>Saussurea lappa</i>	Kuth (saussurea)	Roots	2267.0	407.0	9,22,669.00	Uttarakhand	Human Healers
107	<i>Semecarpus anardium</i>	Ballataka	Seed	47.0	1513.0	71,111.00	Delhi	Nathimal Rughanmal
108	<i>Shorea robusta*</i>	Ashok/ Shal	Bark	253998.0	15.0	38,09,970.00	West Bengal	Morex India
109	<i>Solanum indicum</i>	Brihati	Whole plant/Plant F	144015.0	25.0	36,00,375.00	Delhi	Sewa Ram Overseas(India) Pvt Ltd
110	<i>Sphaeranthus indicus</i>	Gorakhmundi	Flower	8.0	41.0	328.00	Delhi	Nathimal Rughanmal
111	<i>Stereospermum suaveolens</i>	Parul/Padal	Bark	141881.0	23.0	32,63,263.00	Uttar Pradesh	Shivalik jadi booti bhandar
112	<i>Symplocos racemosa</i>	Lodhra chhal	Bark	45878.0	57.0	26,15,046.00	Jharkhand	Shiv Shankar Ram
113	<i>Syzyium cumini</i>	Jamun	Bark	114.0	181.0	20,634.00	Uttar Pradesh	Mahadev & Co.
114	<i>Teramnus labialis</i>	Mashparni	Whole plant/Plant F	112911.0	18.0	20,32,398.00	Rajasthan	Deep Shree
115	<i>Terminalia arjuna</i>	Arjun	Bark	76763.0	29.0	22,26,127.00	Jharkhand	Sultan seven bros hurbs supply Co
116	<i>Terminalia belerica</i>	Bahera	Fruit rind	215855.0	38.0	82,02,490.00	Orissa	Aranyak Ecoharvest Private Limited
117	<i>Terminalia chebula</i>	Haritaki chhilka	Fruit/Fruit Part	448042.0	53.0	2,37,46,226.00	Orissa	Aranyak Ecoharvest Private Limited
118	<i>Tinospora cordifolia</i>	Guruchi	Stem	225984.0	40.0	90,39,360.00	Uttarakhand	Human Healers
119	<i>Trichosanthes diaica</i>	Patal patra	Whole plant	3133.0	44.0	1,37,852.00	Uttar Pradesh	Mahadev & Co.
120	<i>Uraria picta</i>	Prishnaparni	Whole plant/Plant F	133687.0	26.0	34,75,862.00	Uttar Pradesh	Shivalik jadi booti bhandar
121	<i>Valeriana wallichii</i>	Sugandhbala	Root	9563.0	453.0	43,32,039.00	Himachal Pradesh	Tenta timber and herbals
122	<i>Vetiveria zizaniodes</i>	Khus	Root	2530.0	128.0	3,23,840.00	Delhi	Capital Traders
123	<i>Viola odorata</i>	Gulabanafasa	Flower	12572.0	932.0	1,17,17,104.00	Punjab	Mehra brothers
124	<i>Zanthoxylum alatum</i>	Tomar seed	Seed	250537.0	252.0	6,31,35,324.00	Delhi	Sewa Ram Overseas(India) Pvt Ltd
125	<i>Ziziphus mauritiana</i>	Bair chal	Bark	28032.0	22.0	6,16,704.00	Bihar	Shree Ram Trading
126	<i>Zyziphus jujuba</i>	Ber phal (kola)	Fruit	175.0	130.0	22,750.00	Delhi	Nathimal Rughanmal
Total				55,99,174.00		52,52,30,463.00		

Note-
 * *Shorea robusta* is used as a substitute of *Saraca indica*
 Details of species may differ in form I and form A
 Material is purchased from multiple sources, one source is mentioned for illustration.



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