Secretary (Health & FW)
Diary No. F-2017
Date 12/1/05

of M/o HFM
No. 129
12/1/05

Department of Health & Family Welfare

***

Enclosed herewith is the Minutes of the meeting held on 10th January, 2005 in the Chamber of Health Minister on Health for all Programme via lab on chip, hospital on chip and wonder drug Receptol from Dr. Pawan Saharan, Chairman, Biomix Network Limited with Health Minister, Director General of Health Services, Drug Controller General of India and Director General, Indian Council of Medical Research. I shall ask the concerned officials to take immediate action on the Minutes after the kind approval of HFM.

(PRASANNA HOTA)
Secretary (Health & Family Welfare)
12th January, 2005

HFM

12/1/05

Following was agreed:

1. Ministry of Health will conduct efficacy trials on the receptol for 50 HIV patients at two sites (Tambaram Hospital in Chennai and JJ Hospital in Mumbai) on Government cost to be coordinated by ICMR and NACO in consultation with Dr. Pawan Saharan, Chairman Biomix Network Ltd.

Dr. Pawan Saharan's company will provide the products free of cost (300 bottles for 50 patients for study of three months) and all local expenses incurred on the trail will be borne by Ministry of Health & Family Welfare.

Once the efficacy of the product is determined Ministry of Health will consider for its inclusion in National Health Programme by NACO and will prepare the feasibility report on manufacturing of receptol in India.

2. Ministry of Health will appraise the project proposal of Dr. Pawan Saharan for lab on chip and Hospital on chip to conduct rapid tests for HIV, Hepatitis, TB and Malaria and efficient health delivery respectively under the collaboration of Government Institutes and Hospitals.

3. Ministry of Health will find an appropriate Public Sector Company to explore possibilities of a joint venture partner with Biomix Network Ltd. for the said projects.

4. Director General Health Services, Drug Controller General of India, Director General, Indian Council of Medical Research and DG, NACO to coordinate and help Dr. Pawan Saharan through their respective Departments/organizations to implement the decisions taken in the said meeting with HFM.

No. 12-6/2005-DC

From:

The Drugs Controller General, India
Directorate General of Health Services,

To:

M/S. BIOMEX NET WORK LIMITED
MILLENNIUM BUSINESS PARK,
MIDC, MAHAPE
NEW MUMBAI-400 709

New Delhi, dated the

01 JAN 2005

Dear Sir/Sirs,

With reference to your letter No. NIL Dated 11-01-2005 I am to forward Import Licence No. T-54/05 for the drug/drugs mentioned in your application(s). This licence is valid for the import of drugs for testing purposes only and not for any commercial use.

Kindly acknowledge receipt of this letter and its enclosures.

Yours faithfully,

Drugs Controller General (India)

Copy together with a copy of licence No. T-54/05
Forwarded for information to:

1. The Asstt. Drugs Controller, India, New Customs House, Mumbai.
2. The Asstt. Drugs Controller, India, Customs House, Kolkata.
3. The Asstt. Drugs Controller, India, Customs House, Chennai
4. The Asstt. Drugs Controller, India, IGI Airport, Air Cargo Unit, New Delhi.

INDIAN COUNCIL OF MEDICAL RESEARCH
V. Ramalingaswami Bhawan, Ansari Nagar,
Post Box No. 4911, New Delhi 110029

Dr. Vasantha Muthuswamy, MD, DGO
Senior Deputy Director General
Division of Basic Medical Sciences,
Traditional Medicine & Bioethics.

Tel.Fax.No.26589791

No.61/6/99-BMS/TRM
Date : 12.1.2005

Dear Dr. Saharan,

Wish you a Happy and Prosperous New Year.

With reference to your discussion with Prof. Ganguly, Director General, ICMR regarding Clinical trials in cases of HIV/AIDS with the natural products, I am enclosing herewith Clinical trial protocol developed for conducting Clinical trials with traditional formulations. This may be used for conducting the Clinical trials with your product. You are requested to kindly submit an application giving details of the product, safety studies conducted and the centres for Clinical trials alongwith the Ethics Committee approval of the proposed Clinical trials sites for Council's consideration.

With regards,

Yours sincerely,

(Vasantha Muthuswamy)

Dr. Pawan Saharan
Chief Executive Officer
Millennium Business Park
Unit#303
Bldg#6, Sector III
MIDC, Mahape
New Mumbai-400 709.

☎ Telefax (Direct) : 26589791 PABX : 26583980 26589794 Extn. 216 Email:vmuthuswamy@hotmail.com

PABX : 26588980, 26589794,26588895,
26588707, 26589534 26589335

भारतीय आयुर्विज्ञान अनुसंधान परिषद
INDIAN COUNCIL OF MEDICAL RESEARCH

वी. रामलिंगस्वामी भवन, अन्सारी नगर, पोस्ट बॉक्स 4911, नई दिल्ली - 110 029
V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, POST BOX 4911, NEW DELHI - 110 029

D.No 61/2/2005-BMS

Date 27-6-05

To,

Dr S.Y.Quraishi,
DG-NACO,
Chander
Lok 9th Floor ,
36 Janpath New Delhi –1

Subject: Proposal for clinical trial with Receptol, a pure natural product at LTMG Hospital & Medical college Mumbai submitted by Dr Pawan Saharan Biomix Network Ltd.

Sir,

Reference to this office letter of even No dated 14-6-05 addressed to DCGI regarding the Council's recommendation for clinical trials on Receptol as food supplement at LTMG Sion hospital, Mumbai. As per the recommendations of the meeting held on 10th Jan 2005 on the subject with Health Minister, DGHS, DCGI and DG, ICMR at MOHFW office. New Delhi., Council has designated Dr Urmilla Thatte, Professor of Clinical Pharmacology , BYL Nair Hospital Mumbai and Dr GangaKhedkar, Deputy Director, NARI, Pune , as monitors. The expenditure will be borne by the funding agency.

Thanking you,

Yours faithfully,

(Vasantha Muthuswamy)
Sr Deputy Director General

CC: 1 Sh. Ashwani Kumar,Drugs Controller General of India, Nirman Bhawan, New Delhi
2. Dr. Pawan Saharan, Chairman & CEO, BIOMIX NETWORK LTD., B8 / 704, SAKET, THANE (WEST) : 400601 Mumbai.
3. Dr N.E.Yeolekar, Dean, LTMG.hospital & LTMM, college, Sion, Mumbai-22
   Dr Urmilla Thatte, Professor of Clinical Pharmacology , BYL Nair Hospital, Mumbai Central, Mumbai-400008
   Dr GangaKhedkar, Deputy Director, NARI ,Plot No 73, G Block MIDC, Bhosari, Pune 411026

PABX : 26588980, 26589794,26588895,
26587107, 26589334,26589335

GRAM : SCIENTIFIC
Web-site : www.icmr.nic.in
E-mail: icmrhqds@sansad.nic.in

भारतीय आयुर्विज्ञान अनुसंधान परिषद
INDIAN COUNCIL OF MEDICAL RESEARCH

वी. रामलिंगस्वामी भवन, अन्सारी नगर, पोस्ट बॉक्स 4911, नई दिल्ली - 110 029
V. RAMALINGASWAMI BHAWAN. ANSARI NAGAR. POST BOX 4911. NEW DELHI - 110 029

D.No 61/2/2 005-BMS Date 27-6-05

To,

Dr N.E.Yeolekar,
Dean,
LTMG.hospital &
LTMM, college, Sion,
Mumbai-22

Subject: Proposal for clinical trial with Receptol, a pure natural product at LTMG Hospital & Medical college Mumbai submitted by Dr Pawan Saharan Biomix Network Ltd.

Sir,

Reference to this office letter of even No dated 20-6-05 addressed to Dr S.Y Quraishi, D.G., NACO, copy of which was sent to you regarding trial monitors designated by this office (Dr Urmilla Thatte, Professor of Clinical Pharmacology , BYL Nair Hospital Mumbai and Dr GangaKhedkar, Deputy Director, NARI, Pune) for monitoring of the above mentioned trial.. As the monitoring process is ongoing,. as mentioned in the earlier letter the expenditure with regard to these monitors may kindly be borne by your institute from the grants received from the funding agency in respect of this project..

Thanking you,

Yours faithfully,

(Vasantha Muthuswamy)
Sr Deputy Director General

CC: 1. Dr. Pawan Saharan, Chairman & CEO, BIOMIX NETWORK LTD., B8 / 704, SAKET, THANE (WEST) : 400601
2. Dr Urmilla Thatte, Professor of Clinical Pharmacology , BYL Nair Hospital, Mumbai Central, Mumbai-400008
3. Dr GangaKhedkar, Deputy Director, NARI ,Plot No 73, G Block MIDC, Bhosari, Pune-411026

MUNICIPAL CORPORATION OF GREATER MUMBAI
Fax: 022-24074539 Phone: 022- 2407638 1/88
LOKMANYA TILAK MUNICIPAL MEDICAL COLLEGE
SION, MUMBAI- 400 022.

July 8, 2005

To,
Dr. Urmilla Thatte,
Professor of Clinical Pharmacology,
BYL Nair HOSPITAL,
Mumbai Central.
Mumbai 400 008

Subject: **Clinical Trials of RECEPTOL, on AIDS Patients at our hospital**
Ref:- D No. 61/2/2005 – BMS, ICMR – 27.6.05, S. Dy DG ICMR
Dear Dr. Urmilla Thatte ,

This has reference to the ICMR letter dated 27-6-05 appointing you as the observer of the said study at our hospital. We welcome you for the same and request you to plan a visit to our hospital to discuss the modus operandi for the trials since we are ready to start the trials soon.

I am requesting Dr. Pawan Saharan, the coordinator of the study to contact you and plan the visit for you to our hospital.

With Kind Regards.

8.7.05
DEAN
L.T.M.M. College,
Sion, Mumbai-22.

PABX : 26588980, 26589794,26588895,
26588707, 265899334,26589335

GRAM : SCIENTIFIC
Web-site : www.icmr.nic.in
E-mail: icmrhqds@sansad.nic.in

भारतीय आयुर्विज्ञान अनुसंधान परिषद
INDIAN COUNCIL OF MEDICAL RESEARCH

वी. रामलिंगस्वामी भवन, अन्सारी नगर, पोस्ट बॉक्स 4911, नई दिल्ली - 110 029
V. RAMALINGASWAMI BHAWAN. ANSARI NAGAR. POST BOX 4911. NEW DELHI - 110 029

D.No 61/2/2005-BMS

Date 14-6-05

To

Sh. Ashwani Kumar
Drugs Controller General of India
Nirman Bhawan,
New Delhi

Subject: Proposal for Approval to start Receptol, a pure natural product trials at LTMG Hospital & Medical college under Dr Pawan Saharan, Chairman CEO, Biomix Network Ltd.

Sir,

Reference to the proposal for approval to start Receptol, a pure natural product trials at LTMG Hospital & Medical college . It is to inform that the proposal has been considered by the Toxicology Review Panel of the council which examines only application for trials and marketing of drugs.. Panel was of the view that any advance in the area of HIV/AIDS is a welcome move . However, evidence based information and raw data of Phase I , II, III may be asked from PI. Alternatively the product can be tried as a food supplement in a well controlled trial , which does not fall under purview of Toxicology Review Panel

Thanking You,

Yours faithfully,

(Vasantha Muthuswamy)
Sr Deputy Director General

CC: 1. Dr S.Y.Quraishi, DG-NACO,Chander Lok 9th Floor , 36 Janpath New Delhi -1
2. Dr. Pawan Saharan, Chairman & CEO, BIOMIX NETWORK LTD., B8 / 704, SAKET, THANE (WEST) : 400601

PABX : 26588980, 26589794,26588895,
26588707, 265899334,26589335

GRAM : SCIENTIFIC
Web-site : www.icmr.nic.in
E-mail: icmrhqds@sansad.nic.in

भारतीय आयुर्विज्ञान अनुसंधान परिषद
INDIAN COUNCIL OF MEDICAL RESEARCH

वी. रामलिंगस्वामी भवन, अन्सारी नगर, पोस्ट बॉक्स 4911, नई दिल्ली - 110 029
V. RAMALINGASWAMI BHAWAN. ANSARI NAGAR. POST BOX 4911. NEW DELHI - 110 029

Dr Rajni Kaul
Assist Director General

D.No 61/2/2005-BMS
Date 20-7-05

Dear Dr Dharamshaktu,

Reference to your office letter No T.11020/54/2005-NACO (R & D) dated 15th July 2005 addressed to Dr Pawan Saharan and a copy to this office and also reference to this office letter of even No dated 14-6-05 addressed to DCGI regarding the Council's recommendation for clinical trials on Receptol as food supplement at LTMG Sion hospital, Mumbai.

With respect to the proposal for clinical trial with Receptol, a pure natural product at LTMG Hospital & Medical college Mumbai submitted by Dr Pawan Saharan Biomix Network Ltd.. As per the recommendations of the meeting held on 10th Jan 2005 on the subject with Health Minister, DGHS, DCGI and DG, ICMR at MOHFW office. New Delhi., Council has designated Dr Urmilla Thatte, Professor of Clinical Pharmacology , BYL Nair Hospital Mumbai and Dr GangaKhedkar, Deputy Director, NARI, Pune , as monitors.

The expenditure will be borne by the funding agency.This is for your information and necessary action and also a copy of the approval of ICMR's Toxicology Review Panel, ethics committee clearance of the institute and a copy the minutes of the meeting held with the Minister of Health & Family Welfare are enclosed herewith for reference.

Thanking you,

Yours faithfully,

(Rajni Kaul)

Dr Dharamshaktu
Senior Project Co-ordinator
NACO,Chander Lok 9th Floor ,
36 Janpath New Delhi -1

C.C. Dr. Pawan Saharan, Chairman & CEO, BIOMIX NETWORK LTD., B8 / 704, SAKET, THANE (WEST) : 400601

TELEPHONE : 407 63 81

LOKMANYA TILAK MUNICIPAL MEDICAL COLLEGE
and
LOKMANYA TILAK MUNICIPAL GENERAL HOSPITAL

SION, MUMBAI - 400 022.

REF. : LTH med/70
23/1/2006

DATE :

Date : 23.1.2006

To,

Director General,
National AIDS Control Organization
9th Floor, Chandralok Building,
36, Janpath, New Delhi.

Sub : Efficacy Trial of RECEPTOL, a pure natural product on 50 AIDS patients based on ICMR recommended protocol as per Ministry of Health directive.

Ref : Letter of Dr.Sandhya Kabra, OSD (Research HIV/AIDS) dated 19.12.2005.

Madam,

With reference to above mentioned letter, it is requested that the cheque for the sum of Rs.10,00,000/- (Rs.Ten Lakhs Only) be drawn in the name of "STAFF & RESEARCH SOCIETY, LTMG HOSPITAL, MUMBAI".

It may be noted that the above mentioned Receptol trial is being conducted under auspices of Staff & Research Society of this institution. Currently viral load and CD4 count tests by flow cytometry have been performed on 50 HIV positive patients by Metropolis Clinical Laboratory in Mumbai after obtaining approval from the institutional Ethics Committee of LTMG Hospital. This may please be noted and issue of the fund of Rs.7,09,542/- may be settled accordingly.

Yours sincerely,

Deolekar ME
23.1.06

Dean,
LTMG Hospital
& LTMM College, Sion, Mumbai – 22.

→ C.C. : Dr. Dharam Shakti, NACO
: Dr. Sandhya Kabra, NACO

Government of India
Ministry of Health and Family Welfare
(National AIDS Control Organization)

9th Floor, Chanderlok Building
36 Janpath, New Delhi
Dated the ~~28th July~~, 2005
3/8/05

To

Dr. N. K. Ganguly
DG, ICMR,
42, Ansari Nagar,
New Delhi-29

Subject:- Proposal for Clinical Trial for receptol submitted by Dr. Pawan Saharan, Biomix Network Ltd. and request for giving date for holding meeting of Research Core Committee.

Ref:- D.No. 61/2/2005-BMS dated 27th June, 2005 from Dr. Vasantha Muthuswamy, Senior DDG.

Sir,

This is with reference to ICMR's letter regarding the subject mentioned above. It is mentioned that expenditure towards monitoring will be borne by the funding agency. According to the existing system, NACO supports research proposals only after getting approval from Research Core Committee. The above mentioned research proposal was sent by us to all the RCC members vide our letter no. T-11020/62/2005 dated the 17th June, 2005.

An executive summary, NACO's comments are enclosed for your perusal and it is requested that a convening date may be given so that this proposal can be discussed at an early date.

Yours sincerely,

3/8/05

(Dr. N.S. Dharmshaktu)
Additional Project Director

Kind Attn:- Shri Anuj Nanan

T-11020/62/2000-NACO (OSD)
Government of India
Ministry of Health & Family Welfare
(National AIDS Control Organization)

9th floor, Chandralok building,
36, Janpath, New Delhi,
19th December 2005

To

Dr. N.K. Hase
MD Prof. & Head, Dept. of Medicine,
LLT Medical College, Mumbai

Subject: "Efficacy Trials of RECEPTOL a pure natural product on 50 AIDS patients based on ICMR recommended protocols as per Ministry of Health directive"

Dr. Hase,

Your proposal has been examined by the research core committee. I am directed to inform you that your proposal has been recommended but the lab assessment (CD4, viral load) has to be done by National Reference Laboratory i.e. IIH Mumbai. The fund of Rs.7,09,542/- has been recommended for release to Director IIH to carry out the CD4 and PCR for viral load.

The sum of Rs.10,00,000/- has been recommended for release in the name of the head of Lok Nayak Tilak Municipal Medical College & General Hospital, SION, Mumbai.

NACO is processing the proposal for sanction of the amount so that the fund can be released as recommended by the research core committee.

With regards,

Yours sincerely

Dr. Sandhya Kabra)
OSD (Research HIV/AIDS

C.C. : DG (ICMR)

FOR RECEPTOL, HIV DRUG (NATORAL PROD.
FM: BIOMIX NETWORK LTD.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

HEALTH CERTIFICATE
EXPORT CERTIFICATE
ANIMAL PRODUCTS

FOR OFFICIAL USE ONLY

PORT

DATE AND NO. 5-Apr-05 AZ05354

This certificate is for Veterinary purposes only. It is valid for 30 days after the date of signature (in the case of transport by ship or rail, the time is prolonged by the time of the voyage).

This is to certify that rinderpest, foot-and-mouth disease, classical swine fever, swine vesicular disease, African swine fever, and contagious bovine pleuropneumonia do not exist in the United States of America.

ADDITIONAL DECLARATION

(SIGNATURE OF ENDORSING OFFICIAL)	Hortentia D Harris, DVM (TYPED NAME)	Area Veterinarian in Charge, Arizona (TITLE OF ENDORSING OFFICIAL)

DESCRIPTION OF THE CONSIGNMENT

NAME AND ADDRESS OF EXPORTER
GlobalCeuticals, Inc.
20 Pinion Street
Sedona, AZ 85351
928-284-3132

NAME AND ADDRESS OF CONSIGNEE
Biomix Network Ltd.
Millennium Business
303/6/III MIDC,
MAHAPE New Bombay
India 400709+
c/o Pawan Saharan
Tel. 011919323300880

PRODUCT (quantity, unit of measure, and kind)
Liquid RECEPTOL Oral Spray from bovine colostrum
4-ounce white HDPE bottle with sprayer.
300 bottles exported to India

IDENTIFICATION
Drugs Controller (India); Directorate General of Health Services.
Import License Number T-54/05

CONVEYANCE
FedEx Air Cargo

VS FORM 16-4
(MAR 2004)

TELEGRAM SCIENCTECH TEL 23962819, 2656737 3-2134-2122 (EPBAX) FAX 23569656, 23564870-3847-2418

THE DRUGS AND COSMETICS RULES, 1945

(SEE RULE-33) **FORM-11**

Number of Licence **T-54/05**

1) **DR. PAWAN SAHARAN ON BEHALF OF ICMR** of **NEW DELHI** hereby licensed to, import from **USA** the drugs specified below for the purpose of examination, test or analysis at **NEW DELHI** or in such other places as the licensing authority may from time to time authorise.

2) The licence is subject to the condition prescribed in the Rules under the Drugs & Cosmetics Act 1940.

3) This licence shall unless previously suspended or revoked, be in force for a period of one year from date specified below:

NAME OF DRUGS	QUANTITY WHICH MAY BE IMPORTED

For Testing Purposes only and not for commercial use

RECEPTOL ORAL SPRAY 300 VIALS

Item (one) Only

(ASHWINI KUMAR)
LICENSING AUTHORITY
Drugs Controller (India)
Directorate General of Health Services

New Delhi
Date 11 JAN 2005

Kind attn: Shri Anuj Nanda

T-11020/62/2000-NACO (OSD)
Government of India
Ministry of Health & Family Welfare
(National AIDS Control Organization)

9th floor, Chandralok building,
36, Janpath, New Delhi,
19th December 2005

To

Dr. N.K. Hase
MD Prof. & Head, Dept. of Medicine,
LLT Medical College, Mumbai

Subject: "Efficacy Trials of RECEPTOL a pure natural product on 50 AIDS patients based on ICMR recommended protocols as per Ministry of Health directive"

Dr. Hase,

Your proposal has been examined by the research core committee. I am directed to inform you that your proposal has been recommended but the lab assessment (CD4, viral load) has to be done by National Reference Laboratory i.e. IIH Mumbai. The fund of Rs.7,09,542/- has been recommended for release to Director IIH to carry out the CD4 and PCR for viral load.

The sum of Rs.10,00,000/- has been recommended for release in the name of the head of Lok Nayak Tilak Municipal Medical College & General Hospital, SION, Mumbai.

NACO is processing the proposal for sanction of the amount so that the fund can be released as recommended by the research core committee.

With regards,

Yours sincerely

Dr. Sandhya Kabra)
OSD (Research HIV/AIDS

C.C. : DG (ICMR)

Fax: 91-11-26589635
Email: aabha54@rediffmail.com
aabha54@gmail.com

☎ (O)26588725

(M) 9899747524

NATIONAL INSTITUTE OF MEDICAL STATISTICS

Indian Council of Medical Research
Ansari Nagar, New Delhi-110029

Dr. Abha Rani Aggarwal
Scientist E

To,

26/03/2009

Dr. Pawan Saharan, Chairman,
Biomix Network Ltd.A-2101, Mansarovar,
Neelkanth Heights, Pokhran Road No.1,
Thane (W) – 400 601.

Sub: Required optimal sample size for Clinical Trial of RECEPTOL, a New Anti AIDS products on 51 HIV positive patients based on ICMR recommended protocol at LTMG Hospital tested at Institute of Immuno Hematology (IIH) at KEM Hospital in Mumbai (Study II)

Dear Dr. Saharan,

Based on the protocol of the above Study II, the required optimal sample size of 51 Patients with monotherapy of RECEPTOL is found to be adequate.

With Kind Regards,

Dr. Abha Aggarwal
Deputy Director
National Institute of Medical Statistics
ICMR, New Delhi

(Abha Aggarwal)

STUDY-I

TELEPHONE : 407 63 81

LOKMANYA TILAK MUNICIPAL MEDICAL COLLEGE
and
LOKMANYA TILAK MUNICIPAL GENERAL HOSPITAL

SION, MUMBAI - 400 022.

REF. : Med/671/9.12.06 DATE :

Date : 22nd Nov.2006

Professor N.K. Ganguly
Director General
Indian Council of Medical Research
V. Ramlingaswamy Bhavan
Ansari Nagar, New Delhi- 110029

THROUGH : Proper channel

Subject: Study report of the Clinical Trial of RECEPTOL, A new anti AIDS product on 50 HIV positive patients best on ICMR recommended protocol at LTMG Hospital, Mumbai.

Dear Professor Ganguly,

I have pleasure in forwarding the study report of the 50 patients who completed 3 months of RECEPTOL therapy along with results of Phase III Efficacy & Safety Clinical Trial of RECEPTOL, a pure natural product based on ICMR recommended protocols as ministry of health 12-1-05 directives. This study was started after the approval of our IEC / IRB. (dated 24- 2- 05, Ref. 04).

The salient features of the Phase III trial report were as following:

1. All 50 HIV positive patients had weight gain after 3 months of RECEPTOL therapy.

2. Analysis of the Clinical data indicated that the symptomatic patients showed marked improvement in their symptoms and many became asymptomatic after 3 weeks of therapy with RECEPTOL.

3. Good number of patients' HIV Viral Load reduced based on PCR Diagnostic Tests.

4. Around half of the patients' Absolute CD4 Counts increased based on Flow Cytometry tests.

All patients tolerated RECEPTOL well and as the principal investigator of the study, I feel that the drug holds good promise and should be tried in the HIV patients.

TELEPHONE : 407 63 81

LOKMANYA TILAK MUNICIPAL MEDICAL COLLEGE
and
LOKMANYA TILAK MUNICIPAL GENERAL HOSPITAL

SION, MUMBAI - 400 022.

REF. :

DATE :

With Kind regards,

Dr. Girish Rajadhyaksha
Associate Professor of Medicine
LTMMC & LTMMG Hospital, Sion, Mumbai
& Principal Investigator (RECEPTOL Phase III trial)

Copy for appropriate action to:

1. Dean, LTMMC & LTMMG Hospital, Sion, Mumbai.
2. Dr. Vasantha Muthuswamy, Dy. D.G. ICMR
3. Drug Controller General of India
4. D.G. NACO
5. Dr. Gangakhedkar, Dy. Director, NARI (ICMR Observer for the study)
6. Dr. Urmila Thatte, Prof. & Head, Clinical Pharmacology, Nair Hospital (ICMR Observer for the study)
7. Chairman, Ethics Committee, LTMMC & LTMMG Hospital, Sion, Mumbai.
8. Dr. Pawan Saharan, Chairman & CEO, Biomix Network Ltd.

DEPARTMENT OF MEDICINE
LOKMANYA TILAK MUNICIPAL MEDICAL COLLEGE & GENERAL HOSPITAL
SION, MUMBAI 400 022. (INDIA)

Tel. : (91-22) 2407 6381 - EXT. : 238 / 241 • FAX : (91-22) 2407 6100 • E-mail : ltmghmed@yahoo.co.in

Date :_____

March 26, 2008.

Dr. Damodar Bachani,
Dy. Director General, NACO,
National AIDS Control Organization,
Ministry of Health and Welfare,
9th Floor, CHANDRALOK Building,
Janpath, New Delhi 110001.

Sub: Submission of Phase III Clinical trail results for RECEPTOL in 51 HIV patients tested at IIH, ICMR, KEM Hospital, Mumbai.

Respected Sir,

With reference to our recent communication on the said RECEPTOL Project, please find enclosed the data with summary of 51 HIV patients who completed their RECEPTOL phase III trail at our Hospital and for which Institute of Immuno Hematology (IIH) had conducted Viral load and CD4/8 counts tests.

Dr Pawan Saharan, Chairman and CEO of Biomix Network Ltd. and coordinator of the RECEPTOL study as per the Ministry of Health Jan. 12, 2005 notification, has already submitted to you and your DG- NACO, complete data of the first 50 patients and copy of the enclosed 51 additional patients data analysis tested at IIH, Mumbai .

With kind regards,

Dr. Girish Rajadhyaksha
Associate Prof. of Medicine & Unit head
Principal Investigator: RECEPTOL study.

Cc: DG, NACO (Please copy locally)
DG, ICMR,
DCGI,
Dr Pawan Saharan, Chairman and CEO of Biomix Network Ltd.

L.T.M.G. HOSPITAL
SION, MUMBAI 400 022. (INDIA)

Date: January 17, 2008

To,
The Chairman,
Ethics Committee,
LTMMC & LTMG Hospital,
Sion, Mumbai – 400 022

Sub: Completion of study titled "Efficacy trials of Receptol, a pure natural product on AIDS 51 patients (Study II).

Dear Sir,

It's a pleasure to inform you that the RECEPTOL Phase III efficacy and safety clinical trial, based on ICMR recommended protocols, on 51 AIDS patients, has been successfully completed. Pl. find enclosed the study report for your perusal.

So far the drug has successfully passed clinical trial on 101 patients in two separate studies involving 50 & 51 patients respectively at LTMMC & LTMG Hospital, Mumbai.

With kind regards,

Dr. Girish Rajadhyaksha
Associate Professor of Medicine
L.T.M.M.C & L.T.M.G Hospital, Sion, Mumbai,
Mumbai – 400 022, India

Cc.: 1) Dr. Pawan Saharan, Chairman & CEO of Biomix Network Ltd.

File No. 12-06/2005-DC

From:The Drugs Controller General (India)
Directorate General of Health Services

Nirman Bhawan, New Delhi
Date: 24.01.07

To

The Director General
Indian Council of Medical Research,
Ansari Nagar, New Delhi

Kind Attain: - Dr. Vasantha Muthuswamy (Sr. Dy. Director General)

Subject: - Clinical trial with Receptol at LTMG Hospital & Medical College., Mumbai, Dr. Pawan Saharan, Biomix Network Limited.-

Sir,

Please refer to your letter D. No. 61/2/2005-BMS dated 27/6/05 addressed to Dr. SY Quraishi, D.G., NACO copy endorsed to DCG (I) regarding Council's recommendation for clinical trial on Receptol at LTMG, Sion Hospital, Mumbai. Dr. Pawan Saharan, Biomix Network Limited has now submitted the report of clinical trial carried out with Receptol on 50 HIV patients at LTM, Sion Hospital, Mumbai under the supervision of Dr. Girish Rajadhyaksha, Associate Prof, Dept. of Medicine, LTM, Sion Hospital, Mumbai.

Dr. Pawan Saharan has informed that he has already handed over a set of literature including clinical trial report on the product Receptol to Dr. Vasantha Muthuswamy. In case you have not received it, kindly let us know so that it can be sent to you.

My objective of writing this letter is to request you to examine the data and convey your opinion on the marketing authorization of the product.

(Dr. M. Venkateswarlu)
Drugs Controlller General (India)

Copy to:-
Dr. Pawan Sarahan
Biomix Network Limited,
B-08/704, Saket Complex,
Thane (W) Mumbai-400601

शरीरमाद्यं खलुधर्मसाधनम्

जैव सांख्यिकी विभाग
अखिल भारतीय आयुर्विज्ञान संस्थान
अंसारी नगर, नई दिल्ली-110029

DEPARTMENT OF BIOSTATISTICS
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI-110 029

डा. गुरेश कुमार (वैज्ञानिक)
Dr. Guresh Kumar (Scientist)
M.Sc., M. Phil., Ph.D. (Statistics)

Phone : 91-11-26593240
91-11-26588500 Extn. : 7120
Fax : 91-11-26588663
91-11-26588641
E-mail : chibbegk@hotmail.com

Date: 21/07/07

Dr Pawan Saharan, Chairman
Biomix Network Ltd.-
Mumbai -400 709

Dear Dr. Pawan,

This has reference to your letter dated 23rd July enclosing the report of the study "Clinical Trial of Receptol, a new anti AIDS product on 50 HIV positive patients" submitted by Dr. Girish Rajadhyakha Principal Investigator , LTMMC & LTMMG, Sion, Mumbai to the ICMR.

I have gone through the report and observed that the report contains the raw data on viral loads and CD4 counts on a total of 73 patients enrolled with the baseline workup, out of which it is mentioned that 14 were dropped out and 11 were awaited for the post treatment observations. Thus there were 48 cases with both pre and post treatment data on the two parameters which were utilized for analysis. The raw data on the weight (both baseline and after 12 weeks of treatment) were taken from the CRFs provided (for the same 48 cases for which the viral and CD4 parameters are available). The individual details (summary) of various clinical symptoms were taken from the report for statistical analyses.

After carrying out appropriate analyses, the conclusions are as under:

Weight gain:
The weight has gone up on the average by 4.4 kg per patient (95% C.I.: 3.8 kg to 5.1 kg) after the 12 weeks of treatment. This is statistically highly significant ($p < 0.001$).

Clinical symptoms:
All the clinical symptoms have disappeared during the 12 weeks of treatment. These reductions are statistical significant ($p < 0.05$).

Virological:
The mean HIV log viral load has statistically significantly dropped (from 4.63 to 4.18) after 12 weeks of treatment ($p = 0.03$). Similar trend is also seen in the pre and post median viral loads (92458 *vs* 25332, $p < 0.001$).

Immunological:
The average CD4 counts have gone up on the average by 51 (median counts from 312 to 363). This is of borderline statistical significance ($P = 0.06$)

Since all the parameters mentioned above are statistically highly significant (except for CD4 counts (borderline p=0.06)), the sample size seems to be adequate for these pre *vs* post comparisons of HIV patients.

The output of statistical analyses is also enclosed for your information.

With regards

(Dr. Guresh Kumar)

DR. GURESH KUMAR
Scientist
Deptt. of Biostatistics
All India Institute of Medical Sciences
New Delhi-110029

Residence : B-902, Jagdambe Apartment, C-58/25, Sector-62, Noida (U.P.) INDIA Phone : 0120-2402690

Sr. No	Parameter	Before	After 12 weeks	P-value
I. Physical (N = 47)				
1.	Weight	50.48(10.97)	55.21(9.42)	< 0.001
II. Clinical symptoms (N = 50)				
1.	Fatigue	44 (88%)	0 (0%)	< 0.001
2.	Diarrhoea	9 (18.0%)	0 (0%)	0.004
3.	Nausea	8 (16.0%)	0 (0%)	0.008
4.	Vomiting	7(14.0%)	0 (0%)	0.02
5.	Fever	12 (24.0%)	0 (0%)	< 0.001
6.	Cough	14 (28.0%)	0 (0%)	< 0.001
7.	TB	6 (12.0%)	0 (0%)	0.03
8.	Disturbed sleep	13 (26.0%)	0 (0%)	< 0.001
9.	Rash on skin	7 (14.0%)	0 (0%)	0.02
10.	Herpes Zoster	6(12.0%)	0 (0%)	0.03
III. Virological				
1.	Log of HIV-I,RNA n = 34 Median HIV-I RNA 25th Percentile 75th Percentile	5.11(0.090) 206057 62884 508038	4.103(1.32) 25280 1665 87511	< 0.001 < 0.001
IV. Immunological				
1.	CD4 count (N = 48) Median 25th Percentile 75th Percentile	 312.5 275.5 430	 363.5 294.2 435	0.06

Dr. GURESH KUMAR
Scientist
Deptt. of Biostatistics
All India Institute of Medical Sciences
New Delhi-110029

No. 12-06/05-DC
DIRECTORATE GENERAL OF HEALTH SERVICES
(DRUGS CONTROL SECTION)

Nirman Bhawan, New Delhi
26th July 2007

To

M/s. Biomix Network Ltd.,
Millenium Business Park, Unit 303,
Building No. 6, Sector III,
MIDC, Mahape, New Mumbai – 400 709

Subject: N.O.C to obtain Form 29 for manufacture of IND Receptol for test and analysis purposes of M/s. Biomix Network Ltd.- Regarding.

Sir,

Please refer to your letter dated 23/7/07 on above subject. This Directorate has no objection to your manufacturing trial batches of IND Receptol for test and analysis purposes as per the Drugs and Cosmetics Rules after taking Form-29 from State Licensing Authority.

Yours faithfully,

(Dr. M. Venkateswarlu)
Drugs Controller General (India)

Copy to:

Comissioner, Food and Drugs Control
Administration (Gujrat), Directorate of Health Services,
4th Floor, Block No. 8, Dr. Jivraj Mehta Bhawan,
Gandhi Nagar- 382 010 (Gujarat)

(Dr. M. VENKATESWARLU)
औषध नियंत्रक (भारत)
Drugs Controller (India)
स्वास्थ्य सेवा महानिदेशालय
Dte. General of Health Services
निर्माण भवन / Nirman Bhawan
नई दिल्ली / New Delhi

No. VII-PRDSF/93/05-06/TDT
Government of India
Ministry of Science and Technology
Department of Science and Technology

Technology Bhavan
New Mehrauli Road
New Delhi-110 016
30.03.2006

ORDER

Sub: Providing Loan for project titled "Phase-III clinical trials and scaling up of a novel antiviral product, RECEPTOL for AIDS" by M/s Biomix Network Ltd., New Mumbai – release of first instalment of Loan – regarding.

Sanction of the President is conveyed for sanctioning a loan of Rs. 12.00 crores (Rupees Twelve crores only) to M/s Biomix Network Ltd., New Mumbai for the project titled "Phase-III clinical trials and scaling up of a novel antiviral product, RECEPTOL for AIDS" to be implemented by M/s Biomix Network Ltd., New Mumbai. Out of the project total cost of Rs. 24.00 crores (Rupees Twenty four crores only), DST will provide a sum of Rs.12.00 crores (Rupees Twelve crores only) in the form of loan assistance to M/s Biomix Network Ltd., New Mumbai for implementing this project under the Pharmaceuticals Research and Development Support Fund (PRDSF) programme for a project duration of 3 years.

The details of sources of funding of the project are as given below:

Rs. in crores

Source	2005-06	2006-07	2007-08	Total
Loan from DST	10.00	1.00	1.00	12.00
Biomix share through Equity	10.00	1.00	1.00	12.00
Total	**20.00**	**2.00**	**2.00**	**24.00**

2. The DST loan of Rs.12.00 crores (Rupees Twelve crores only) is being sanctioned as per the approved terms and conditions under Pharmaceuticals Research and Development Support Fund (PRDSF) programme.

3. The designated Chief Investigator of the industrial partner is Dr. Pawan Saharan, CEO/Chairman, M/s Biomix Network Ltd., Millenium Business Park, Unit-303, Building-6, Sector-III, MIDC, Mahape, New Mumbai-400 709.

4. The amount of loan of Rs. 12.00 crores (Rupees Twelve crores only) out of the total project cost of Rs.24.00 crores (Rupees Twenty four crores only) for the project is sanctioned to M/s Biomix Network Ltd. as loan will be disbursed in three instalments as specified below.

Beginning of the First Year : Rs.10.00 crores
Beginning of the Second Year after the first monitoring meeting : Rs. 1.00 crores
Beginning of the third year after the second monitoring meeting : Rs. 1.00 crores

5. M/s Biomix Network Ltd., Millenium Business Park, Unit-303, Building-6, Sector-III, MIDC, Mahape, New Mumbai-400 709 will repay the amount of loan and interest thereon as agreed upon under PRDSF terms and conditions.

Contd...2

6. Sanction of the President is also accorded for the release of first instalment of the loan of Rs.10.00 crores (Rupees Ten crores only) to M/s Biomix Network Ltd., Millenium Business Park, Unit-303, Building-6, Sector-III, MIDC, Mahape, New Mumbai-400 709.

7. This amount of Rs.10.00 crores (Rupees Ten crores only) will be drawn by the Drawing and Disbursing Officer of the Department of Science and Technology from the Pay and Accounts Officer of DST and will be disbursed to M/s Biomix Network Ltd., Millenium Business Park, Unit-303, Building-6, Sector-III, MIDC, Mahape, New Mumbai-400 709 **by means of a cheque in favour of M/s Biomix Network Ltd. Account No.320101010100159 with Union Bank of India.**

8. The expenditure involved is debitable to Demand No.82, Major Head 7425 – Loans for Other Scientific Research, 00 - Pharmaceuticals Research, 00.101 - Loans to Scientific bodies for Pharmaceutical Research, 01 – Loans & Advances to Pharmaceutical industries, 01.00.55 – Loans & Advances 2005-06 (Plan). **This sanction pertains to Drugs and Pharmaceuticals Research Programme**

9. As per rule 150 (1) of GFR the accounts of M/s Biomix Network Ltd. shall be opened to inspection by the sanctioning authority/audit whenever the institute is called upon to do so.

10. **No expenditure shall be made from loan amount released till the joint agreement between DST/ M/s Biomix Network Ltd. is executed**. M/s Biomix Network Ltd. will furnish to the DST, Utilisation Certificate and an audited statement of accounts pertaining to the loan immediately after the end of each financial year.

11. The allocation and utilization is subject to the terms and conditions as detailed in the Agreement as and when executed by the organizations with DST for the project and the terms and conditions mentioned herein.

12. This sanction issues in exercise of the powers conferred on this Department and with the concurrence of the Integrated Finance Division, Department of Science and Technology vide sanction No. 100/IFD/8849/2005-06 dated 30.03.2006 and the administrative approval of Head (TT) vide his diary No. 126/TDT dated 22.03.2006.

(Dr. G.J. Samathanam)
Scientist-F

The Pay and Accounts Officer
Department of Science and Technology
New Delhi-110 016

Copy to:

1. Cash Section (with three spare copies)
2. IFD / Accounts Section/sanction folder / Dr.(Mrs.) S.N. Khan, Sc-F (TT)
3. The Principal Director of Audit (Scientific Departments), AGCR Building, Indraprastha Estate, New Delhi-110 002
4. Dr. Pawan Saharan, CEO/Chairman, M/s Biomix Network Ltd., Millenium Business Park, Unit-303, Building-6, Sector-III, MIDC, Mahape, New Mumbai-400 709
5. Head (TDT)

(Dr. G.J. Samathanam)
Scientist-F

No. T-11020/54/2005-NACO (OSD)
Government of India
Ministry of Health & Family Welfare
National AIDS Control Organisation

9th Floor, Chandralok Building,
36, Janpath, New Delhi
Dated 13th March, 2006

To

The Pay & Accounts Officer (Sectt.)
Ministry of Health & Family Welfare,
Nirman Bhawan, New Delhi-110 011

Subject: **Release of Grant –in-aid to STAFF & RESEARCH SOCIETY, Lok Nayak Tilak Medical College & Hospital, Sion, Mumbai for a project entitled "Efficacy trial of Receptol" Regarding.**

Sir,

I am directed to convey the sanction of the President for payment of Rs.10,00,000/- (Rupees Ten Lakh only) as a grant-in aid to Lok Manya Tilak Municipal Medical College Hospital, Sion, Mumbai for a Research Proposal titled "Efficacy trial of Receptol" During 2005-06.

2. The expenditure may be met under demand No.47 – Department of Health; 2210 Medical and Public Health (Major Head); 06101 Prevention and Control of Diseases (Minor Head); 3303 Grant under National AIDS Control Programme (Centrally aided component); 330331 – Grant in aid during 2005-06 (plan).

3) The above Grant –in-aid is sanctioned on the following terms and conditions:

(a) The grant should be utilized for the purpose for which it is sanctioned. The assets acquired out of the grant should not without prior sanction of the Government of India, be disposed to encumbered or utilized for any purposed other than for which the grant is sanctioned.

(b) The accounts of the institute will be opened to test check at the discretion of the Comptroller and Auditor General of India in accordance with the Ministry of Finance, O.M. No. 398(a)/66, dated 4.1.1967 as amended from time to time.

(c) A Utilization Certificate with an audited statement of accounts should be furnished this Ministry soon after the accounts of the institute for 2005-06 are audited by the Director of Audit, Central Revenues, to enable the Government of India to satisfy themselves that the amount has been utilised for the purpose for which the grant has been sanctioned.

4) Demand Draft for sanction amount will be sent to Dean, STAFF & RESEARCH SOCIETY, Lok Nayak Tilak Medical College and Hospital, Sion, Mumbai on receipt of acceptance of the terms and conditions under which the grant is sanctioned.

5) This issues with the Concurrence of Additional Secretary and Financial Advisor vide his concurrence Dy. No. C-3128, dt 2-03-2006.

13/3/06

(M.L. Soni)
Under Secretary to the Govt. of India

No. T-11020/54/2005-NACO (OSD)
Copy to:

1) Principal Pay and Account Officer, Ministry of Health & Family Welfare, Nirman Bhawan, New Delhi.
2) Cash (H) Section with 2 spare copies. It is requested that a draft for Rs. 10,00,000/- (Rupees Ten Lakh only) may be drawn in favour of Dean, STAFF & RESEARCH SOCIETY, Lok Nayak Tilak Medical College and Hospital, Sion, Mumbai and same may be forward to NACO for onward transmission.
3) Dean, Department of Medicine, Lok Nayak Tilak Medical College and Hospital, Sion, Mumbai. It is requested that a letter of undertaking for accepting the terms and conditions mentioned in this sanction letter may be sent to NACO. The demand draft will be released only on receipt of the above mentioned undertaking.
4) PFMU
5) Sanction Folder

(M.L. Soni)
Under Secretary to the Govt. of India

Biomix Network Ltd.

Engineered by Intellect. Driven by Ethics
Millennium Business Park, Unit # 303, Bldg. # 6, Sector III, MIDC, Mahape, New Mumbai - 400 709, India
Tel. # (91-22) 7781108 / 10,Fax # (91-22) 7781110 email: saharan@bom3.vsnl.net.in, biomix@vsnl.com

Dated : 12th February, 2008

DCGI
Ministry of Health and Family Welfare
Nirman Bhavan
New Delhi-110001

Sub : Approval of RECEPTOL as a drug, as per 12/1/05 notification of Ministry of Health signed by HFM and Secretary (Health & Family Welfare) and August 2007 submission to DCGI for additional data requested by ICMR

Dear Sir,

We are pleased to inform you that we have completed Phase III clinical study of RECEPTOL on 101 HIV patients successfully at our LTMMC and LTMG Hospital, Sion, Mumbai. The data of first 50 HIV patients had already been submitted to your office in November, 2006 and data for fresh 51 patients as per ICMR request along with expert opinion/ stat analysis from AIIMS in enclosed herewith for your kind perusal.

RECEPTOL, a pure natural micro nutrient and broad spectrum anti viral and immuno-modulator has shown excellent results in treating HIV patients in the 12 weeks multi centre study where data was analyzed both at Institute of Immuno hematology, and ICMR Institute and at NABL / US FDA approved central lab : Metropollis lab in Mumbai.

As per enclosed directive from Ministry of Health "Ministry of Health will conduct efficacy trials on the RECEPTOL for 50 HIV patients on Government cost to be coordinated by ICMR and NACO in consultation with Dr. Pawan Saharan, Chairman Biomix Network Ltd. Once the efficacy of the product is determined Ministry of Health will consider for its inclusion in National Health Programme by NACO and will prepare the feasibility report on manufacturing of RECEPTOL in India.", it was agreed that RECEPTOL will be approved as a drug and included in the National Health Programme once the efficacy of the study is over.

Kindly give us marketing approval so that we can start the RECEPTOL supply to the HIV patients through NACO immediately.

Best personal regards,

Dr. Pawan Saharan
Chairman & CEO

FEB 2008

F. No. 12-06/05-DC
DIRECTORATE GENERAL OF HEALTH SERVICES
OFFICE OF DRUGS CONTROLLER GENERAL (INDIA)
(NEW DRUG DIVISION)

FDA Bhawan, Kotla Road, New Delhi

16 JUN 2009

To

Dr. V.M. Katoch,
Secretary,
Deptt. Of Health Research & Director General,
ICMR, New Delhi.

Subject: Proposal to be placed before in the forthcoming IND meeting - Regarding.

Sir,

A new committee / core panel of experts under your chairmanship has been reconstituted by Ministry of Health & Family Welfare Govt. of India vide order no X-11020/2/2008-DFQC dt.11.5.09 to advise DCG(I) in matters related to regulatory approval of clinical trials for Investigational New Drugs (IND). The following are the members of the said committee:

1. Dr. Y.K. Gupta, Prof. & Head, Deptt. of Pharmacology, AIIMS, New Delhi.
2. Dr. Vinod Raina, Prof. & Head, Deptt. of Oncology, AIIMS, New Delhi.
3. Dr. S.K. Sharma, Prof. & Head, Deptt. of Medicine, AIIMS, New Delhi.
4. Dr. C.D. Tripathi, Prof. & Head, Deptt. of Pharmacology, VMMC, New Delhi.
5. Dr. Deepak Kaul, Prof. & Head, Deptt. Of Experimental Medicine & Biotechnology, PGIMER, Chandigarh.
6. Dr. Tejinder Singh, Director, Prof. & Head, Deptt. of Pathology, MAMC, New Delhi.
7. Dr. A.K. Saxena, Scientist-G, Central Drug Research Institute, Lucknow.
8. Dr. Chandishwar Nath, Scientist-G & Scientist –in-charge, Division of Toxicology, Central Drug Research Institute, Lucknow.
9. Prof. Dinesh Puri, Head Department of Medical Bio-Chemistry, GTB Hospital, Shahdara, Delhi.
10. Dr. Bikash Medhi, Associate Prof. Department of Pharmacology, PGIMER, Chandigarh.

This Directorate has received application from M/s Biomix Network Ltd. for IND Receptol, which is a natural Bovine Cholostrum based new drug delivery liquid spray developed for HIV. A self contained note on Receptol is enclosed herewith for your perusal.

You are requested to receive dossier from the firm for evaluation.

My object in writing this letter is to kindly get this proposal evaluated so as to take decision on the proposal in the forthcoming meeting of IND committee.

Yours faithfully,

A Pradhan

(A.K.PRADHAN)
Asstt. Drugs Controller (I)
For Drugs Controller General (India)

Copy to:

M/s. Biomix Network Ltd, A2101, Mansarovar, Neelkanth Heights, Pokharan Road no. 1, Thane (W) – 400 601 with a request to send complete dossiers for IND Receptol to the experts along with clinical trial protocol etc.

F. No.12-06/05-DC
DIRECTORATE GENERAL OF HEALTH SERVICES
OFFICE OF DRUGS CONTROLLER GENERAL (INDIA)
(NEW DRUG DIVISION)

FDA Bhawan, Kotla Road,
New Delhi
Dated: 09 DEC 2010

To

1. Dr. Y.K. Gupta, Prof. & Head, Deptt. of Pharmacology, AIIMS, New Delhi.
2. Dr. Vinod Raina, Prof. & Head, Deptt. of Oncology, AIIMS, New Delhi.
3. Dr. S.K. Sharma, Prof. & Head, Deptt. of Medicine, AIIMS, New Delhi.
4. Dr. C.D. Tripathi, Prof. & Head, Deptt. of Pharmacology, VMMC, New Delhi.
5. Dr. Deepak Kaul, Prof. & Head, Deptt. of Experimental Medicine & Biotechnology, PGIMER, Chandigarh.
6. Dr. A.K. Saxena, Scientist-G, Central Drug Research Institute, Lucknow.
7. Dr. Chandishwar Nath, Scientist-G & Scientist –in-charge, Division of Toxicology, Lucknow.
8. Prof. Dinesh Puri, Head Department of Medical Bio-Chemistry, GTB Hospital, Shahdara, Delhi.
9. Dr. Bikash Medhi, Associate Prof. Department of Pharmacology, PGIMER, Chandigarh.
10. Dr. S.D.Seth, Advisor, Clinical trial registry, ICMR, New Delhi.
11. Dr. Nilima Kshirsagar, Chair in Clinical Pharmacology, National Institute for Research in Reproductive Health, Mumbai

Subject: Proposal to be placed before the forthcoming IND meeting - Regarding.

Sir,

The proposal of M/s. Biomix Network Ltd. for the grant of permission to conduct clinical trials with Receptol in combination with ART in HIV positive patients & Pulmonary TB patients was placed for deliberation in the IND committee meeting held on 22.04.10. Committee members made the following observations:

1. Documents forwarded to the members by the applicant were not signed by competent person/ authenticated and also were not properly bound and without page number & index.
2. The Phase I and Phase II clinical trial reports of Receptol are similar to the reports of clinical trials done on the Cytolox as mentioned in the article titled "Peptide Immunotherapy" by Andrew Keech even the date of the trials are also similar..
3. How is it possible that the trials conducted in USA, Kenya and Rwanda have same Principal Investigator Dr. Steven Mathews and there are no local Co-Investigator?
4. The name of the site at Rwanda where Phase III trial was conducted has not been provided.
5. Copy of Ethics Committee approval for Phase III trials conducted at LTMMC, Mumbai has not been submitted.
6. Clinical Trial reports submitted is not as per Appendix II of Schedule Y
7. It was also pointed out that the applicant on their website has mentioned that Receptol is approved in India as immunomodulator on August, 2008.

After detailed deliberation the committee recommended that the applicant should submit complete documents alongwith clarifications on above mentioned points with proper binding, page number and indexing and should also amend the approval status of the drug mentioned on their web site.

Accordingly, the firm has now submitted the modified documents as recommended by the IND committee during the meeting.

You are requested to receive dossier from the firm for evaluation.

My objective of writing this letter to you is to kindly get this proposal evaluated so as to take decision on the proposal in the forthcoming meeting of IND committee.

Yours faithfully,

(A.K.PRADHAN)
Asstt Drugs Controller (I)

Copy to:
M/s. Biomix Network Ltd., A-2101, Mansarovar, Neelkanth Heights, Pokharan Road No. 1, Thane (W) – 400 601 with a request to send complete dossiers for Receptol to the experts along with reply submitted in response to above points etc. under intimation to this Directorate.

Biomix Network Ltd.

Engineered by Intellect. Driven by Ethics

A2101-2104, Mansarovar, Neelkanth Heights, Pokhran Rd. # 1, Thane (W): 400601, Mumbai, INDIA

www.biom.cc TeleFax: (91-22) 2588 3888 I Mobile: (+91) 93230 00880 I Email: biomix108@yahoo.com

An ISO 22000 registered company

GMP Certified by TUV Nord-Germany

Date: 25 Aug, 2010 Reference No: BNL-108/DCGI/2010

To,

The Drugs Controller General of India,
Director General of Health Services,
Nirman Bhavan,
New Delhi – 110011

Subject: Request for marketing approval/authorization for RECEPTOL®, a pure natural product
With reference to your letter F.No 12-06/05-DC dated 16 June 2010

Reference: F.No 12-06/05-DC dated 16 June 2010

Dear Sir,

We wish to seek your approval for marketing of RECEPTOL®, a pure natural product in HIV / AIDS and other immuno-compromised patients. Based on various studies conducted till date in co-ordination with Ministry of Health, Government of India and other foreign regulatory authorities on RECEPTOL® have shown reliable efficacy and safety data for its anti-viral and Immunomodulator safety and efficacy in HIV and other immunocompromised patients that were presented to IND committee on 1st Aug 2009 and again on 22nd April, 2010 as per the enclosed presentation and dossier with proper indexing and page numbering as per schedule Y.

As per the recommendations from the IND committee and its chairman, who was positive about safety and efficacy of RECEPTOL® being a pure natural product from colostrum, known for ages for its immunity boosting and antiviral applications. We seek its immediate marketing approval considering we have already received PFA licence no **AC/NDC/ND/3168** and Ayurvedic license no: **GA/1647** (Copy enclosed); since we had successfully conducted all pre-clinical and Clinical Phase (I-III) studies under supervision of ICMR and NACO funding to ultimately aim for its drug approval from DCGI for the past 6 years.

Mfg. Facility : At Khada Satellite Dairy, Near Khatraj Cross Road Khatraj - 387130, Gujarat, INDIA I TeleFax: (+91-2694) 323990 I email: biomix@amuldairy.com
Regd. Office : Millennium Business Park, Unit # 303, Bldg. # 6, Sector III, MIDC, Mahape, Navi Mumbai - 400709, INDIA I email: saharan@biom.cc

Following is the point wise clarification to your June 16, 2010 letter

1 All documents duly signed are enclosed in the dossier by competent person/authenticated in a proper spiral bound book with index and numbering.

We have also enclosed again Principal Investigator signed reports findings and stats analysis from AIIMS and LTMMC/LTMG Sion Hospital, Mumbai duly stamped and signed. Since the same was earlier circulated to all IND members in March 2009 for March 27, 2009 IND meeting.

2 Cytolox is the generic name for the brand RECEPTOL and patent held by BIOMIX and Andrew Keech who was one of our collaborator in the international study.

3, 4: International trials conducted in USA, Kenya and Rawanda were under supervision of P.I Dr. Steven Mathews and local co-investigators name have been added in the CSR of the dossier along with name of Christian Missionary Hospital, Rawanda

5. Copy of the Ethics Committee approval letter of LTMMC, Mumbai with Reference no. 64 dated 24/2/2005 along with other approval letters which are enclosed in Module-4 of the dossier

6. Clinical Trial Reports are re-submitted as per Appendix II of Schedule Y in Module V

7. Biomix website refers to the approval of RECEPTOL as Nutraceutical under PFA license no **AC/NDC/ND/3168** (Old and New) and now has Ayurvedic license no **GA/1647** (Copies enclosed)

We have already conducted a large scale multi-centric Phase-III global study on stand alone monotherapy of RECEPTOL® **on the patients who were within the range of 100 to 199 and needed ART treatment, still were given stand alone RECEPTOL therapy and recovered satisfactorily without ART.**

We have also requested for the approval of RECEPTOL TB study in co-ordination with TRC ()

Kindly approve the same to save millions of lives who are getting resistant to DOT treatment under RNTCP program of government of India, due to MDR and XDR TB

Study Outcome: RECEPTOL® Safety, Efficacy & Acceptability

As depicted in the enclosed presentation made to IND committee on April 22, 2010 (Slide No:4, 8-28), the Primary efficacy variables wee statistically significant reduction in HIV viral load and HIV associated clinical/physical symptoms based on weekly symptoms assessment as per Case Report Forms (CRFs). Safety assessments consisting of monitoring and recording all Adverse Events did not show adverse effects whatsoever.

Till date following studies have been conducted on RECEPTOL® in HIV/AIDS patients:

1. **Phase I study in Ohio, USA**

   This trial was conducted to evaluate safety of RECEPTOL® on 12 HIV patients for a period of 30 days. As RECEPTOL® is a normal food substance, there were no serious adverse effects reported during the study. Out of the 8, 5 patients (62%) went from varying levels of diarrhoea severity to No diarrhoea symptoms. All patients experienced an improvement in the HIV associated clinical symptoms while 10 out of 12 patients gained weight during the 30 day trial period.

2. **Phase II Study in Nairobi, Kenya**

   This trial was conducted in 30 HIV patients with 90 days treatment of RECEPTOL® The objectives of this study were to demonstrate, under clinical conditions, the Efficacy and Safety of Infoprotein supplementation in patients known to have advanced disease (HIV/AIDS), compromised immune resources and limited access to conventional treatment. The results demonstrated that the product appeared to be free of side effects and generally well tolerated by the participants. The product demonstrated significant value by reducing or resolving the symptoms of opportunistic infections most commonly associated with the dynamic of HIV/AIDS and patients experienced weight gain as part of an overall pattern of positive response.

3. **Phase III Study in Rwanda, Africa**

The objective of this study was same as that of Phase II study. This trial was conducted in 60 HIV patients for a period of 12 months. RECEPTOL® appeared to be free of side effects and generally well tolerated by the participants. The product demonstrated significant value by reducing or resolving the symptoms of opportunistic infections most commonly associated with the dynamic of HIV/AIDS and patients gained weight. Further, after 1 day of use there was a moderate level of relief of fever and diarrhea.

4. **Phase III Revalidation Trial by Government of India on HIV patients**

Studies in Mumbai, India

Study 1 consisted of 50 evaluable patients with HIV conducted at LTM Medical College & Sion Hospital. The 12 weeks trial treatment with RECEPTOL® was well tolerated by all 50 patients and no patient experienced any Adverse or Serious Adverse Events during this study. The results obtained from this trial proved that continued treatment with RECEPTOL® Oral Spray for 12 consecutive weeks resulted in a significant increase in the CD4 cell count and a significant decrease in HIV viral load along with a significant gain in body weight leading to relief of symptoms in all the 50 HIV/AIDS patients studied. Similar results were obtained in Study 2 which involved 51 HIV patients conducted at LTM Medical College & Sion Hospital, Mumbai.

Sample size for study I and II was calculated by following criteria:

1) **National Institute of Medical Statistics, ICMR, New Delhi (Study 1 & study 2 attach letter)**
2) **LTMMC and LTMG Hospital, Sion IRB (Ethic & Scientific Committee)**
3) **Department of Health & Family Welfare Jan 12, 2005 Notification based on meeting with HFM, secretary health, DGHS,DCGI,DG-ICMR**
4) **NACO Research committee Approval for said studies October 2005**
5) **Report of Department of Biostatistics , AIIMS July 27, 2007**

After carrying out appropriate statistical analysis at AIIMS and LTMMC, Sion Mumbai the conclusion are as under:

<u>Study 1</u>

Viral Load: At the end of 12 weeks treatment with RECEPTOL® the median showed significant difference as compaired to baseline **(p <0.001).** The baseline value of median 206057 and at the end of 12 weeks treatment the median value was 25280.

Clinical Symptoms: All the Clinical Symptoms & Physical Findings had reduced from Week 2 onwards which disappeared during the 12 weeks of treatment. These reductions were statistically significant **(p < 0.05).**

HIV associated Tuberculosis patients became asymptomatic from 2nd week onwards. HIV associated Disturbed Sleep patients had a significant improvement after 2 weeks of treatment and became asymptomatic after 5th week.

Absolute CD4 Count: At the end of the study at Week 12 median was 363.5, similarly the 25th Percentile and 75th Percentile values are shown. The p-value for the same is (p = 0.06). This was of borderline statistically significant.

At the end of 12-Week Treatment (end of the study) with RECEPTOL®, mean Absolute CD4 counts showed significant increase (p<0.05) based on Flow Cytometry Analysis. Similarly, majority of the patients showed reduced HIV viral load based on PCR Diagnostic Test.

Weight Gain: All patients showed a significant gain in Body Weight during the 12 Week trial therapy With RECEPTOL® with an average gain of 4.73 kg and range of variation from 3 to 7 kgs. There was a marked improvement in HIV associated clinical symptoms and many patients became asymptomatic at the end of 3 weeks therapy (p < 0.05).

since all the parameters mentioned above are statistically highly significant (except for CD4 counts (borderline p = 0.06), the sample size seems to be adequate for these pre *Vs* post comparison of HIV patients

<u>Study 2</u>

Viral Load: At the end of 12 weeks treatment with RECEPTOL® the mean Viral Load showed a significant fall (p < 0.01) from that determined at the baseline. There was a fall in mean Viral Load from baseline value of 119243.49 to 38814.33 at the end of 12 weeks treatment.

Clinical Symptoms: All patients showing various Clinical and Physical Symptoms significantly reduced from Week 2 onwards and most symptoms disappeared during and at the end of the 12 weeks treatment ($p < 0.05$).

Absolute CD4 Count: CD4 cell counts were available for all 51 patients with pre and post treatment values. There was an increase in CD4 counts on an average by 27 (The median CD4 cell counts increased from 276 to 305). This effect was found statistically significant ($p < 0.05$). CD4 cell counts range with number of patients at baseline and at the end of study..

While there was a significant improvement in CD8 count, the average difference in CD8 count from baseline to the week-12 was found to be 102.69 ± 267.44. This effect was statistically significant ($p < 0.05$).

Weight Gain: Mean body weight of patients measured at end of 12 weeks treatment showed a significant increase when compared with those measured at baseline. ($p< 0.05$)

Weight monitored on every visit showed significant gain in all 51 HIV patients with mean weight gain of 4.68 ± 1.9 kg after 12 weeks of RECEPTOL® therapy ($p< 0.001$).

Since all the parameters mentioned above are statistically highly significant (except for CD4 counts (borderline $p = 0.06$), the sample size seems to be adequate for these pre *Vs* post comparison of HIV patients.

These studies with RECEPTOL® showed positive clinical results in HIV/AIDS patients.

Thus, RECEPTOL®, a liquid spray formulation of naturally occurring Nano-Informational Peptides ($RADHA108_{1-100}$) and Proline Rich Polypeptides (PRPs) derived from the Bovine Colostrum as active pharmaceutical ingredients holds the promise of a safe and effective treatment alternative for HIV Patients across all age groups.

In view of the above, we humbly request you to please grant us permission to market RECEPTOL® as broad spectrum Immuno-modulator and Antiviral drug since its is pending for several years with DCGI & will benefit millions of patients to treat & prevent fatal disease.

The output of statistical analysis is also enclosed for your information.

We are therefore enclosing the following documents in support of our application **as per Appendix I, II and X of Schedule Y format and International Conference of Harmonisation ICH-E3 format:**

1. Form 44
2. Summary of **Clinical Study Report** of Phase I Study in Ohio, USA
3. Summary of **Clinical Study Report** of Phase II Study in Nairobi, Kenya
4. Summary of **Clinical Study Report** of Phase III Study in Rwanda, Africa
5. **Protocol, Case Report Form, Informed Consent Form and summary of Clinical Study Report** of Two Phase III Studies in at Lokmanya Tilak Municipal Medical College, Sion, Mumbai, India

In view of the above, we request you to grant us permission to market RECEPTOL® in India and conduct clinical study on TB patients along with DOT since it will prevent conversion of normal TB patients to MDR & XDR TB & may reduce the duration of therapy saving thousands of crores of tax payer government of In[illegible]unds.

Looking forward to your response at the earliest

Thanking you,

For Biomix Network Ltd.

25/9/2010

Dr. Pawan Saharan
Chairman & CEO
Biomix Network Limited

F.No 12-06/05-DC
Directorate General of Health Services
Office of Drugs Controller General (India)
(New Drug Division)

FDA Bhawan,
Kotla Road, New Delhi
Dated: 16 MAY 2011

To,

M/s. Biomix Network Ltd.
A-2101, Mansarovar, Neelkanthc Heights,
Pokharan Road No. 1, Thane (W) – 400 601.

Subject: Phase III clinical trial with Receptol - regarding.

Reference: Your letter no. nil dated 25.08.10.

Sir,

Please refer to your application on the subject mentioned above. Your matter was placed for deliberation in the meeting of IND committee held on 07.04.11 at ICMR HQ. The recommendation of the committee is reproduced below:

"The firm may be asked to submit sequentially all the events / activities / studies done so far by the them for the development of the product"

You are therefore requested to submit the above mentioned information to this Directorate.

The committee has also decided that a sub-committee will be constituted who will visit the sites in India where the clinical trials of the product has been conducted by you. Further, communication in this regard will be intimated to you in due course of time.

Yours faithfully,

(A.K.Pradhan)
Asst. Drugs Controller (India)

Biomix Network Ltd.

Engineered by Intellect. Driven by Ethics

A2101-2104, Mansarovar, Neelkanth Heights, Pokhran Rd. # 1, Thane (W): 400601, Mumbai, INDIA

www.biom.cc TeleFax: (91-22) 2588 3888 I Mobile: (+91) 93230 00880 I Email: biomix108@yahoo.com

An ISO 22000 registered company

GMP Certified by TUV Nord-Germany

Reference No: BIOM-015-11 Date: 18.06.2011

To,

The Drugs Controller General of India,

Director General Health Services,

Nirman Bhawan,

New Delhi – 110011

Subject: Marketing approval/authorization for RECEPTOL®, a pure natural product

Reference: Your letter no. F.No 12-06/05/DC dated 16/05/2011.

Dear Sir,

As per your letter F.No 12-06/05/DC dated 16/05/2011, that we have just received, Biomix Network Ltd. is gratified to invite the IND sub-committee members to visit:

1. The site of Clinical trials of RECEPTOL® "LTMMC and LTMG Sion Hospital in Mumbai, India as well as to BYL Nair Hospital where the Principal Investigator is presently located.
2. Manufacturing facility at the state of Art FDA Approved Nano Biotech facility of RECEPTOL® located at world famous AMUL Dairy – **At Kheda Satelite Dairy, Near Khatraj Cross Road, Khatraj, Dist. Kheda, Gujrat, India, Pin code - 387130**

Please do let us know the date of your visit within the month of June'11 or after 31st July 2011 as PI and the co-ordinator of Phase III Trials in India are traveling abroad in the entire month of July.

We really appreciate the sincere efforts made by the Chairman of IND and DCGI to bring World's first AIDS monotherapy that will work as Broad Spectrum Antiviral and New Generation Immunomodulator in India via approval of marketing for RECEPTOL This would save millions of life and put India on world map.

As per your instructions we are enclosing herewith the **Sequence/Activities/Studies of events for the development of Receptol®** along with the summary of Global Trial Results, raw data and other relevant documents.

Kindly note: there was an error in the Subject of letter no. F.No 12-06/05/DC dated 16/05/2011 received from DCGI.

Mfg. Facility : At Kheda Satellite Dairy, Near Khatraj Cross Road Khatraj - 387130, Gujarat, INDIA I TeleFax: (+91-2694) 323990 I email: biomix@amuldairy.com

Regd. Office : Millennium Business Park, Unit # 303, Bldg. # 6, Sector III, MIDC, Mahape, Navi Mumbai - 400709, INDIA I email: saharan@biom.cc

Biomix Network Ltd.
Engineered by intellect. Driven by Ethics
A2101-2104, Mansarovar, Neelkanth Heights, Pokhran Rd. # 1, Thane (W): 400601, Mumbai, INDIA
www.biom.cc TeleFax: (91-22) 2588 3888 I Mobile: (+91) 93230 00880 I Email: biomix108@yahoo.com

An ISO 22000 registered company
GMP Certified by TUV Nord-Germany

SEQUENCE/ACTIVITIES/STUDIES DONE SO FAR FOR THE DEVELOPMENT OF RECEPTOL®

Mfg. Facility : At Kheda Satellite Dairy, Near Khatraj Cross Road Khatraj - 387130, Gujarat, INDIA I TeleFax: (+91-2694) 323990 I email: biomix@amuldairy.com
Regd. Office : Millennium Business Park, Unit # 303, Bldg. # 6, Sector III, MIDC, Mahape, Navi Mumbai - 400709, INDIA I email: saharan@biom.cc

SEQUENCE/ACTIVITIES/STUDIES DONE SO FAR FOR THE DEVELOPMENT OF RECEPTOL®

RECEPTOL® has been discovered before 1994 by Dr.TD Singh an Applied Biochemist from University of California Irvine & Founder Director, Biomix Network Ltd, India and Dr. Pawan Saharan, Chief Scientific Officer and Founder Director, Biomix Network Ltd. Process patent was filed by Andrew Keech in 2005 **(flagged on page no.144)**. Product patent was filed by Dr.Pawan in 2008 **(related document is submitted in module 1 of the dossier)**.

APS was the contract research organization for Biomix Network Ltd which hired Globalceuticals for marketing of RECEPTOL. All the rights, to use the name of RECEPTOL brand, trademark and copyright was transferred to Biomix Network Ltd. **(flagged on page no.145)**. Contract manufacturing of the product was done by APS in US for initial trials, latter the manufacturing was done at AMUL site and results obtained were identical.

1. **Preclinical study**: carried out as per Appendix III, Schedule Y at National Institute of Nutrition, Hyderabad (Acute Toxicity report in Module 2 of the dossiers submitted).

2. **Phase I Clinical trial in Ohio, USA**

This trial was conducted to evaluate safety of RECEPTOL® on 12 HIV patients for a period of 30 days. As RECEPTOL® is a normal food substance, there were no serious adverse effects reported during the study. Out of the 8, 5 patients (62%) went from varying levels of diarrhoea severity to No diarrhoea symptoms. All patients experienced an improvement in the HIV associated clinical symptoms while 10 out of 12 patients gained weight during the 30 day trial period.

3. **Phase II Study in Nairobi, Kenya**

This trial was conducted in 30 HIV patients with 90 days treatment of RECEPTOL® The objectives of this study were to demonstrate, under clinical conditions, the Efficacy and Safety of Infoprotein supplementation in patients known to have advanced disease (HIV/AIDS), compromised immune resources and limited access to conventional treatment. The results demonstrated that the product appeared to be free of side effects and generally well tolerated by the participants. The product demonstrated significant value by reducing or resolving the symptoms of opportunistic infections most commonly associated with the dynamic of HIV/AIDS and patients experienced weight gain as part of an overall pattern of positive response.

4. **Phase III Study in Rwanda, Africa**

The objective of this study was same as that of Phase II study. This trial was conducted in 60 HIV patients for a period of 12 months. RECEPTOL® appeared to be free of side effects and generally

well tolerated by the participants. The product demonstrated significant value by reducing or resolving the symptoms of opportunistic infections most commonly associated with the dynamic of HIV/AIDS and patients gained weight. Further, after 1 day of use there was a moderate level of relief of fever and diarrhea.

5. Phase III Revalidation Trial in India

Approval for conducting Revalidation Phase III Clinical Trial for RECEPTOL® by Ministry of Health as per the letter of Health minister & Chief Sec. Health **(flagged on page no 1)**. Import of the drug was done after approval by Drug Controller General of India in Form 11 **(flagged on page no. 2)** for conducting Clinical Trials in India. Ethics committee approval was granted by IRB of LTMMC & LTMG Sion Hospital, Mumbai **(flagged on page no.4,5)** for conducting Clinical Trials for RECEPTOL®.

NACO Research Apex Committee approved funding of the Phase III Clinical Trials in India for RECEPTOL® after reviewing the proposal for the same by experts (on HIV) all over the country.

Sample size for Study I and II was calculated by following criteria:

- Department of Health & Family Welfare Jan 12, 2005 Notification based on meeting with HFM, secretary health, DGHS, DCGI, DG-ICMR **(flagged on page no.1).**
- National Institute of Medical Statistics, ICMR, New Delhi (Study 1 &Study 2).
- LTMMC & LTMG Hospital Sion IRB (Ethics and Scientific Committee)
- NACO research committee approval for the said studies October 2005

Statistical Analysis of the study was done at AIIMS, Department of Biostatistics by Dr.Guresh Kumar. Outcome of the study on efficacy and safety of Stand Alone Monotherapy of RECEPTOL® were submitted by Dr.Girish Rajadhyaksha to DG-ICMR **(flagged on page no.18)**. Results of the two studies were analyzed at ICMR institutes Indian Institute of Immunology and NABL accredited Metropolis lab.

Summary of the Results of Two Phase III Studies in Mumbai, India

Study 1 consisted of 50 evaluable patients with HIV conducted at LTM Medical College & Sion Hospital. The 12 weeks trial treatment with RECEPTOL® was well tolerated by all 50 patients and no patient experienced any Adverse or Serious Adverse Events during this study. The results obtained from this trial proved that continued treatment with RECEPTOL® Oral Spray for 12 consecutive weeks resulted:

a) Borderline Statistically significant increase in the CD4 cell count ($p=0.06$) and a significant decrease in HIV viral load ($p< 0.001$)

b) Statistically significant gain in body weight ($p<0.001$)

c) Disappearance of clinical symptoms in 3 weeks of treatment (p. 0.05) leading to relief of symptoms in all the 50 HIV/AIDS patients studied.

Study 2 involved 51 HIV patients conducted at LTMM College & Sion Hospital, Mumbai. Results are as follows:

a) Mean HIV log viral load has statistically significantly dropped ($p < 0.009$)

b) Statistically significant increase in CD4 cell count ($p < 0.042$)

d) Statistically significant weekly weight gain in All Patients ($p<0.001$).

The results for Phase III Clinical Trial for RECEPTOL® were analyzed at Central Metropolis Health Services Pvt Ltd. **(NABL & CAP accredited - for Study 1)** and at National Institute of Immuno-Hematology, **(an ICMR Institute, as per NACO recommendation - for Study 2)** utilizing multiple equipments at both the institutes to avoid any instrumental errors.

Department of Science and Technology (under PRDSF Scheme) funded the project titled "Phase III clinical trials and scaling up of a novel antiviral product, RECEPTOL® for AIDS" **(flagged on page no.19)**. After approval of funding from DST, Dr. Seth (Head of the project and Clinical Advisor) visited the site of Clinical Trial for RECEPTOL® Stand alone monotherapy. Approval of setting up plant manufacturing facility at world largest dairy AMUL was granted.

Our manufacturing site has been duly approved by Govt. of Gujrat. We have PFA license, AC/NDC/ND/3168 and Ayurvedic marketing license, GA/1647, for RECEPTOL® **(flagged on page no.123-124, 122)**. Registration of our product has been done in Singapore, Australia, India **(flagged on page no. 128-31)**.

The product manufactured by APS was recommended to be stored at refrigeration **(letter flagged on page no.142)** RECEPTOL manufactured by Biomix Network Ltd. is stable at room temperature also **(Stability data submitted in Module 2 of the dossier)**

Hereby we are giving the flagged documents including the regulatory approvals, Animal Toxicology Study, Clinical data summary, Certificates & Registration for RECEPTOL, Recent reply to the DCGI and RECEPTOL presentation.

Sequence/Activities/Studies Done so far for the development of Receptol®

(FLAGGING OF THE DOCUMENTS ALREADY SUBMITTED/ENCLOSED)

LIST OF EVENTS	FLAGGED PAGE NO.
B. REGULATORY APPROVALS:	
1. Approval for Revalidation Phase III Clinical Trial by Ministry of Health as per letter ..... from Health Minister & Chief Secretary Health. (Module 2 of the Dossier)	1
2. DCGI approval to import drug for Clinical trial from our collaborator in USA as per Form11	2,3
3. Scientific & Ethics committee approval by IRB of LTMMC and LTMG, Sion Hospital... (Module 2 of the dossier as per Appendix VIII of Schedule Y)	4,5
4.Letter from ICMR to DCGI (Toxicology review Board)..... (Module 2 of the dossier)	6
5. Letter from ICMR to Dr. Pawan Saharan, requesting submission of details of product and Clinical trials of Receptol®	7
6. Letter from ICMR to DG – NACO	8
7.Letter from ICMR to LTMMG hospital for designation Clinical Trial Monitors and related expenditure.	9
8.Letter from ICMR to NACO (Sr. Project Coordinator) for funding of Phase III Stand Alone monotherapy of Receptol®	10

9. Letter from LTMM & LTMG Hospital to DG-NACO 11

10. Letter from NACO (Dr.Sandhya Kabra) to LTMMC for funding the Phase III Clinical Trials 12
on 50 HIV patients after the review of experts (on HIV) all over the country.

11. Letter from LTMMC & LTMMG Hospital to NACO for submission of Phase III. 13
Clinical Trial Results for RECEPTOL

12. Undertaking by the Investigator..... 14,15

13. Letter of Optimal Sample size of 50 each for Standalone Monotherapy approved by..... 16,17
Government of India, signed by Deputy Director (Dr.Abha Agrawal), National Institute
of Medical Statistics, ICMR

14. Statistical Analysis report by Dept. of Biostatistics, All India Institute of Medical Sciences... 18
by Dr. Guresh Kumar.

15. Department of Science and Technology, New Drug Discovery based on PRDSF Scheme ... 19
approval For conducting Phase III, Stand Alone Monotherapy, Clinical Trial of RECEPTOL®
& Clinical Trial Site visit by head of project DST & Clinical Advisor (Dr.Seth) in March 2006.

16. Recognition of In House R&D Unit (s) by Dept of Scientific & Industrial Research 20,21

17. Letter from LTMMC & LTMMG Hospital, Sion to ICMR..... 22,23

18. Letter of releasing the final Toxicology Report for RECEPTOL 24

C. Preclinical study, Acute toxicity report

(At National Institute of Toxicology in Module 2 as per Appendix III of Schedule Y,..... 25-67

CLINICAL TRIAL SUMMARY REPORT..... 68-121

(Summary of the Results already Submitted in Module 2 of the Dossier)

RECEPTOL INTERNATIONAL CLINICAL STUDY

D. Phase I – US Clinical Study Report

(as per Appendix II in Schedule Y and ICH- GCP E3 format in Module 5)

E. Phase II- Africa Clinical Study Report

(as per Appendix II in Schedule Y and ICH- GCP E3 format in Module 5)

F. Phase III- Africa and India Clinical Study Report

(as per Appendix II in Schedule Y ICH-GCP E3 format in Module 5)

RECEPTOL PHASE III REVALIDATION CLINICAL TRIAL (INDIA)

G. Phase III – Revalidation trial in India as per Government of India approval

(as per Appendix II in Schedule Y ICH-GCP E3 format in Module 5)

I. CERTIFICATES AND REGISTRAION FOR RECEPTOL®

a.Ayurvedic Drug License..... 122
b.PFA License 123-24
c.GMP, TUV INDIA, Certificate..... 125
d. ISO Certification 126
e.Australian License..... 127-28
f. Singapore License..... 129
g.Registration in Nigeria 130-31

J. BIOEQUVALENCE RECORD

a. Certificate of Analysis (by Biomix Network ltd.)..... 132
b. Certificate of Analysis (by AMUL)..... 133
c. Certificate of Analysis (by APS)..... 134
d. HPLC graph from APS..... 135
e. HPLC graph from Biomix Network ltd..... 136-37
f. HPLC SOP from APS showing details of peaks 138-39
g. Storage temp. Recommendations from APS..... 140
h. Stability of PRP's by APS 141
i. Patent by Andrew Keech..... 142
j. Letter from Globalceuticals 143

K. REPLY TO DCGI (25-Aug-2010)..... 144

L. PRESENTATION 145-74

Thanking you,

For Biomix Network Ltd.

Dr. Pawan Saharan

Chairman & CEO

Biomix Network Ltd

F. No.12-06/05-DC
DIRECTORATE GENERAL OF HEALTH SERVICES
OFFICE OF DRUGS CONTROLLER GENERAL (INDIA)
(NEW DRUG DIVISION)

FDA Bhawan, Kotla Road,
New Delhi
Dated: 26 AUG 2011

To

1. Dr. Y.K. Gupta, Prof. & Head, Deptt. of Pharmacology, AIIMS, New Delhi.
2. Dr. Vinod Raina, Prof. & Head, Deptt. of Oncology, AIIMS, New Delhi.
3. Dr. S.K. Sharma, Prof. & Head, Deptt. of Medicine, AIIMS, New Delhi.
4. Dr. C.D. Tripathi, Prof. & Head, Deptt. of Pharmacology, VMMC, New Delhi.
5. Dr. Deepak Kaul, Prof. & Head, Deptt. of Experimental Medicine & Biotechnology, PGIMER, Chandigarh.
6. Dr. A.K. Saxena, Scientist-G, Central Drug Research Institute, Lucknow.
7. Dr. Chandishwar Nath, Scientist-G & Scientist –in-charge, Division of Toxicology, Lucknow.
8. Prof. Dinesh Puri, Head Department of Medical Bio-Chemistry, GTB Hospital, Shahdara, Delhi.
9. Dr. Bikash Medhi, Associate Prof. Department of Pharmacology, PGIMER, Chandigarh.
10. Dr. S.D.Seth, Advisor, Clinical trial registry, ICMR, New Delhi.
11. Dr. Nilima Kshirsagar, Chair in Clinical Pharmacology, National Institute for Research in Reproductive Health, Mumbai

Subject: Proposal to be placed before the forthcoming IND meeting - Regarding.

Sir,

The proposal of M/s. Biomix Network Ltd. for the grant of permission to conduct clinical trials with Receptol in combination with ART in HIV positive patients & Pulmonary TB patients was placed for deliberation in the IND committee meeting held on 07.04.11.

After detailed deliberation the committee recommended that the firm may be asked to submit sequentially all the events / activities / studies done so far by the them for the development of the product. Further, the committee decided that a sub-committee will be constituted who will visit the sites in India where the clinical trials of the product has been conducted by the firm.

Accordingly, a sub-committee has been constituted and the Committee is yet to visit the sites where the clinical trial has been conducted by the firm. Further, the firm has also submitted sequentially all the events / activities / studies done so far with Receptol as per recommendations of the committee.

You are requested to receive the same from the firm for evaluation.

Yours faithfully,

(A.K.PRADHAN)
Deputy Drugs Controller (I)

Copy to:
M/s. Biomix Network Ltd., A-2101, Mansarovar, Neelkanth Heights, Pokharan Road No. 1, Thane (W) – 400 601 with a request to send complete dossiers for Receptol to the experts along with reply submitted in response to above points etc. under intimation to this Directorate.

File No.12-06/05-DC
Directorate General of Health Services
Office of Drugs Controller General (India)
(New Drugs Division)

FDA Bhawan,
Kotla Road, New Delhi-110002
Date:

To,

M/s. Biomix Network Ltd.
A-2101, Mansarovar, Neelkanthc Heights,
Pokharan Road No. 1, Thane (W) – 400 601

Sub: Visit of sites in India where the clinical trial of Receptol has been conducted by M/s. Biomix Network - regarding

Sir

Your proposal for grant of market authorization of Receptol (Bovine Colustrum) was placed for deliberation in the meeting of IND committee held on 07.04.11. The committee decided to constitute a sub-committee who will visit the sites in India where the clinical trials of the product has been conducted by you. Accordingly, a Sub-Committee have been constituted for the purpose who will visit the site of **Dr. N.K. Hase at L.T.M.M.C & L.T.M.G.H, Sion, Mumbai.**

The dates of the visit and other arrangements are being finalized in coordination with the committee members and the same will be intimated to you after finalization.

Please ensure that the above clinical trial site is informed about the forthcoming visit and all information as per Schedule-Y as well as relevant provisions of Drugs & Cosmetics Rules and GCP Guidelines are made available to the visiting team.

You are also required to submit a written statement to this Directorate and the committee members that above site is ready for the visit and will make available all documents including medical records / source data etc. for direct access by the team who will visit the site.

Yours faithfully,

(A.K. Pradhan)
Deputy Drugs Controller (India)

Biomix Network Ltd.

Engineered by Intellect. Driven by Ethics

A2101-2104, Mansarovar, Neelkanth Heights, Pokhran Rd. # 1, Thane (W): 400601, Mumbai, INDIA

www.biom.cc TeleFax: (91-22) 2588 3888 I Mobile: (+91) 93230 00880 I Email: biomix108@yahoo.com

An ISO 22000 registered company

GMP Certified by TUV Nord-Germany

Date: 15.12.2011

To,
Dr. A.K. Pradhan,
Drug Controller General of India,
Director General Health Services,
Nirman Bhavan,
New Delhi - 110011

Subject: Marketing approval / authorization for Receptol®, a pure natural product

Reference: Your letter dt. 13.10.2011 for Site visit at Receptol® clinical trial conducted

Dear Dr. Pradhan,

Greetings from Biomix!

Further to my bellow email and letter dt.: 09.12.2011 please update us for change made in PI name from Dr. N. K. Hase to Dr. Girish Rajadhyaksha for the Receptol study.

Further we wish to shift the visit of site from LTMMC & LTMG Hospital to Nair Hospital, Mumbai since the PI has now shifted to Nair Hospital, Mumbai as a Professor, Department of Medicine and brought all original documents of the Receptol study with him at Nair Hospital.

Kindly send a separate letter to Prof. Dr. N.K.Hase, former PI of Receptol study and presently HOD, AKD at KEM Hospital, Parel, Mumbai - 400012 inviting him for this site visit.

Hereby I also request you to send us the name and address with contact numbers of the committee members of the said site visit as per your letter dt. 13.10.2011.

Thanking you,

For Biomix Network Ltd.

Dr. Pawan Saharan,
Chairman & CEO,

F. No. 12-06/05-DC
Directorate General Of Health Services
Office of Drugs Controller General (India)
(New Drug Division)

FDA Bhawan
Kotla Road, New Delhi,
Dated:

To

M/s. Biomix Network Ltd.
A-2101, Mansarovar, Neelkanthc Heights,
Pokharan Road No. 1, Thane (W) – 400 601

Subject: - Visit of clinical trial site at Nair Charitable Hospital & Topiwala National Medical College, Mumbai in respect of clinical trial of Receptol conducted by M/s. Biomix Network.

kind attention:- Dr. M.K. Sanjana Dean Nair Charitable Hospi

Sir,

It has been decided that a sub-committee comprising of the following experts shall visit the site of Dr. Girish Rajadhyaksha at Nair Charitable Hospital & Topiwala National Medical College, Mumbai in respect of clinical trial of Receptol on 21th July 2012:

1. Dr. S.K. Sharma, Prof. & Head, Dept. Of Medicine, AIIMS, New Delhi
2. Dr. Y.K. Gupta, Prof. & Head, Dept. Of Pharmacology, AIIMS, New Delhi
3. Dr. Sanjay Pujari, Director and Chief Consultant, Institute of Infectious Diseases, Kumar Business Court, D Wing, 1st Floor, Nr. Swargate Bus Stand, Mukund Nagar, Pune
4. Dr. Nilima Kshirsagar, Chair in Clinical Pharmacology, National Institute for Research in Reproductive Health, Jehangir Merwanji Street, Parel, Mumbai-400 012
5. Dr. Pradeep Seth, H8/3, First Floor, DLF Phase I, Gurgaon-122 002
6. Representative of DCG(I)

Please ensure that the site is informed about the forthcoming visit and all information as per the provisions of Drugs & Cosmetics Rules and GCP Guidelines are made available to the visiting team for verification.

You are also required to submit a written statement to this Directorate that above site is ready for the visit and will make available all documents including medical records / source data etc. for direct access by the visiting team.

Yours faithfully,

(Dr. G.N. Singh)
Drugs Controller General (India)

Copy to:

- Dr. Girish Rajadhyaksha, Professor, Department of Medicine, Nair Charitable Hospital & Topiwala National Medical College, Dr. A. L. Nair Road, Mumbai – 400008.
- The Dean, Nair Charitable Hospital & Topiwala National Medical College, Dr. A. L. Nair Road, Mumbai – 400008.

#1868 P.001
/04 2010 23:35

GløbalCeuticals International, Inc.

P.O. Box 20786 ♠ Sedona, AZ 86341 ♠ 928-282-4095 ♠ Fx 928-282-1180 ♠
aweber111@msn.com

Dr. Pawan Saharan
Chairman and CEO
Biomix Network Limited, India &
Biomix Network Inc., USA

October 16, 2007

Dear Dr. Saharan:

This Agreement is to establish the facts where by GlobalCeuticals International, Inc. to transfer the rights for the use of the name RECEPTOL Brand, Trademark and copyright, which we now own, to Biomix Network Limited, India and Biomix Network Inc.USA (Biomix Companies) immediately with effect from today. This transfer use includes branding, Trade Mark and copyrights enabling Biomix Companies the right to use RECEPTOL for the marketing and manufacturing purposes they require.

As we have engaged in the marketing of this name and product, it is hereby acknowledged that we have the right to continue to market RECEPTOL product from Biomix Network Ltd. Who becomes owner of the brand and trademark hence forth.

Sincerely,

Adr Weber

Adrian Weber
CEO and President

CERTIFICATE

Good Manufacturing Practices as per

Codex Alimentarius Commission

Recommended International Code of Practice – General principles of Food Hygiene CAC/RCP 1-1969, rev. 4, (2003)

In accordance with TÜV INDIA procedures, it is hereby certified that

BIOMIX NETWORK LIMITED
AT Kheda Satellite Dairy,
Near Khatraj Cross Road,
Khatraj – 387 130, Dist. Kheda,
Gujarat, India

applies a GMP System in line with the above standard for the following scope

Manufacturing and Supply of Oral Liquid Spray of Proprietary Food for Special Immuno-Dietary & Ayurvedic Application

Certificate Registration No. **GMP 02 00003** Valid until **19.02.2013**

S.K.Kulka

TÜV INDIA Certification Body Mumbai, **20.02.2012**

This certification was conducted in accordance with the TÜV INDIA auditing and certification procedures.

CERTIFICATE

Food safety management systems as per

ISO 22000 : 2005

Requirements for any organization in the food chain

In accordance with TÜV NORD CERT procedures, it is hereby certified that

Biomix Network Limited
Kheda Satellite Dairy, Near Khatraj Cross Road,
Khatraj 387 130 - Dist. Kheda
India

applies a management system in line with the above standard for the following scope

Manufacturing and supply of oral liquid spray of proprietary food for special immuno-dietary application

Certificate Registration No. 44 281 090870
Audit Report No. 3504 7689

Valid until 2012-07-14

Certification Body at
TÜV NORD CERT GmbH

Essen, 2009-07-15

This certification was conducted in accordance with the TÜV NORD CERT auditing and certification procedures and is subject to regular surveillance audits.

TÜV NORD CERT GmbH Langemarckstrasse 20 45141 Essen www.tuev-nord-cert.com

TGA-ZM-07-06-12

Number of Licence and Date of Issue No.: G/29/3804 Dated - 02/12/2009

FORM - 29

(See Rule 89)

Licence to Manufacture Drugs for Purposes of Examination, Test or Analysis.

1. DIRECTORS of M/s. BIOMIX NETWORK LIMITED is hereby Licensed to manufacture the drugs specified below for purposes of examination, test or analysis at, C/O KHEDA SATELLITE DAIRY, NEAR KHATRAJ CROSS ROAD, KHATRAJ, DIST. - KHEDA - 387 130.
2. This Licence is subject to the condition prescribed in Part VIII of the Drugs Rules, 1945.
3. This Licence shall be in force for one year from the date specified below.

From : 02/12/2009 To 01/12/2010.

NAME OF DRUGS

1 RECEPTOL ORAL SPRAY

COMMISSIONER FOOD AND DRUGS CONTROL ADMINISTRATION * GUJARAT STATE *

Signature :

Designation : Commissioner
Food & Drugs Control Administration
Gujarat State.

Date : 05/12/2009

No. TEST LIC/BIOMIX/ 78081 /B , GANDHINAGAR. DT. - 05 DEC 2009

TO,
M/s. BIOMIX NETWORK LIMITED,
C/O KHEDA SATELLITE DAIRY,
NEAR KHATRAJ CROSS ROAD, KHATRAJ,
DIST. - KHEDA - 387 130.
FDCA/GUJARAT/29/2382

FRESH

FORM 25 – D

(See Rule 154)

Licence to manufacture for sale drugs of Ayurvedic (Including Siddha) or Unani drugs

Number of Licence GA/ 1647 Dated: 20/03/2010

CHAIRMAN of M/s. BIOMIX NETWORK LTD., is / are hereby licensed to manufacture the following Ayurvedic (Including Siddha) or Unani drugs on the premises situated at. KHEDA SATELLITE DAIRY, NR. KHATRAJ CROSS ROAD, KHATRAJ-387130, DIST: KHEDA.

under the direction and supervision of the following technical staff :-

(a) Technical staff (name) As Per List attached

(b) Name of drugs (each item to be separately specified) As Per List attached

(2) The Licence shall be in force from : 20/03/2010 To : 19/03/2013

(3) The Licence is subject to the conditions stated below and to such other conditions as may be specified in the rules for the time being force under the Drugs and Cosmetics Act, 1940.

COMMISSIONER FOOD AND DRUGS CONTROL ADMINISTRATION GUJARAT STATE

Signature :

Designation : Licensing Authority,
(Ayurveda, Siddha & Unani Drugs)
Food & Drugs Control Administration,
Gujarat State.

Date of Issue:- 20/03/2010

Conditions of Licence

1. The Licence and any certificate of renewal in force shall be kept on the approved premises and shall be produced at the request of an Inspector, appointed under the Drugs and Cosmetics Act,1940.
2. Any change in the technical staff named in the Licence shall be reported forthwith to the licensing authority.
3. This Licence shall be deemed to extend to such additional items as the Licence may intimate to the licensing authority from time to time, and as may be endorsed by the licensing authority.
4. The Licence shall inform the licensing authority in writing in the event of any change in the constitution of the firm operating under Licence. Where any change in the constitution of the firm take place, the current Licence shall be deemed to be valid for a maximum period of three months from the date on which the change takes place unless in the meantime a fresh Licence has been taken from the licensing authority in the name of the firm with the changed constitution.

સ. મુ. ખા. (વિભા)—૨૨૯—૫૦,૦૦૦—૫—૨૦૦૦.



ફોર્મ 'અ'

ખાદ્ય પદાર્થ ભેળસેળ પ્રતિબંધક ધારા હેઠળનું

લાયસન્સ

(જુઓ નિયમ—૫)

મદદનીશ કમિશ્નર ખોરાક અને ઔષધ નિયમન તંત્ર

જમિયાદ
ખેડા

નં. ખેડા/નડીયા/નગરી/૩૧૬૮ ૧૯

ખાદ્ય પદાર્થ નું વેચાણ માટે ઉત્પાદન કરવા સંગ્રહ કરવા વેચાણ કરવા યા વહેંચણી કરવાનો

પરવાનો.....

આથી ખાત્રજ મરકાજ રોડ, ખેડા, તા.જી.ખેડા, પીન ૩૮૭૫૮૫ ખાતે રહેનાર

શ્રી અમૂલ રાજેન્દ્ર ઠાકોર, માલગત ને

આપેલા નં. ૨૫૪૪-૩૮૭૧૩૦ ના મકાન (કિ જેનો ઉલ્લેખ આ પછી ઉપરોક્ત મકાન અને તેનાં અંગના ભાગ તરીકે થશે.)

તેમાં મિલ્ક એન્ડ વ્હેની જનરલ Milk / whey Product નું

(કિ જેનો ઉલ્લેખ આ પછી પરવાનો આપેલી ચીજ વસ્તુ તરીકે થશે. તેનું.....

અ. વેચાણ માટે ઉત્પાદન કરવા.

બ. વેચાણ કરવા.

ક. સંગ્રહ કરવા. આથી.....

ડ. વહેંચણી કરવા.

સને ૧૯૫૪ના ખાદ્ય પદાર્થ ભેળસેળ પ્રતિબંધક ધારો અને તે હેઠળ થયેલા ભેળસેળ પ્રતિબંધક ધારાના નિયમો અને પાછળ જણાવેલ શરતોને આધિન રહીને આ પરવાનો આપવામાં આવે છે.

તારીખ	લાયસન્સ ફીની રકમ	પહોંચ નં./તારીખ	મુદત	સહી
૧૧/૧૦૮	૧૦૦૦ તતક	મળેલ	~~૨૦૦૬—૨૦૦૬~~	
૨૧/૧૨/૦૮	૧૦૦૦+૧૨૦૦૦	મળ્યા ૨૧/૧૨/૦૮	~~૨૦૦૬—૨૦૦૭~~ ૨૦૦૮—૧૨૦૧૦	
૨૮/૭/૨૦૧૦	૧૦૦૦/-	મળેલા ૨૮/૭/૧૦	~~૨૦૦૩—૨૦૦૩~~ ૨૦૧૦—૨૦૧૧	એ.ડી. પટેલ લી.હે.ઓ. નડીયાદ
			૨૦૦૩—૨૦૦૪	
			૨૦૦૪—૨૦૦૫	
			૨૦૦૫—૨૦૦૬	
			૨૦૦૬—૨૦૦૭	

भारत सरकार
विज्ञान और प्रौद्योगिकी मंत्रालय
वैज्ञानिक और औद्योगिक अनुसंधान विभाग
टेक्नोलाजी भवन, नया महरौली मार्ग, नई दिल्ली-110016

GOVERNMENT OF INDIA
MINISTRY OF SCIENCE & TECHNOLOGY
Department of Scientific & Industrial Research,
Technology Bhavan, New Mehrauli Road, New Delhi-110016

तार / Telegram : SCIENCTECH/ SCINDRECH
दूरभाष /Telephone : 26567373, 26562134-35, 26962819,26562122
फेक्स / Fax : 26960629, 26863805, 26962955
ई मेल / E mail : rre@alpha.nic.in
यू आर एल / URL : http://www.dsir.nic.in

BY REGISTERED POST

No.TU/IV-RD/2564/2005 Dated: 16.06

To

M/s Biomix Network Ltd.,
Millenium Business Park,
303/6/III, MIDC, MAHAPE,
New Bombay-400709

Subject: **RECOGNITION OF IN-HOUSE R&D UNIT (S)**

Dear Sirs,

This has reference to your application for recognition of your In-House R&D unit(s) by the Department of Scientific and Industrial Research.

2. This is to inform you that it has been decided to accord recognition to the In-House R&D unit(s) of your firm at **Millenium Business Park, 303/6/III, MIDC, MAHAPE, New Bombay** upto **31.03.2009**. Terms and conditions pertaining to this recognition are given overleaf.

3. Kindly acknowledge receipt of this letter.

Yours faithfully,

R.R. Abhyankar
Scientist – 'G'

Study Agreement

Between

Biomix Network Ltd.

and

Metropolis Health Services India Pvt. Ltd. Mumbai

Relating to

Central Laboratory Services

For the Study Protocol approved by IRB and Ethics Committee of Sion Hospital to determine efficacy and safety of RECPTOL Phase III Clinical Trial on HIV (AIDS) infected persons

H.D.F.C. Bank Legal
Department, Kamala Mills Compound,
Lower Parel, Mumbai-400013.
D-5/STP(V)/C.R. 1010/03/2004-2005-44

भारत 45379 महाराष्ट्र
113495 Special Adhesive
OCT 06 2005
ZERO ZERO ZERO ZERO ONE ZERO ZERO 11:00
Rs.00001000/-PB5135
INDIA STAMP DUTY MAHARASHTRA

1

This **STUDY AGREEMENT** is made and entered into as of 10/10/05 the date of last Signature, by and among the following Parties:

(1) **Metropolis Health Services India Pvt. Ltd**, an Indian company registered under Companies Act, 1956, having its registered office at 250-D Udyog Bhavan, Hind Cycle Marg, Worli, Mumbai- 400030; with limited liability & having its central laboratory at 250-D, Udyog Bhavan, Hind Cycle Marg, Worli, Mumbai- 400030 (hereinafter referred to "Contractor"), shall mean and include its successors in interest and assigns.

(2) **Biomix Network Ltd.,** having its corporate office at Millennium Business Park, 303/6/III MIDC, New Bombay 400709 at INDIA through its (hereinafter referred to as "Sponsor"), which expression unless repugnant to the context, shall mean and include its successors in interest and assigns.

NOW, IN CONSIDERATION OF THE MUTUAL TERMS, CONDITIONS AND COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PURPOSE

1.1 **Biomix Network Ltd.** desires to contract with Contractor to provide and Contractor desires to offer it's experience, capabilities, and resources to provide to **Biomix Network Ltd.** (standardised) Central Laboratory Services for a research which requires analysis of samples from India, pursuant to the terms and conditions of this Agreement. This Agreement sets out the conditions and terms under which **Biomix Network Ltd.** and the Contractor shall work to provide Central Laboratory Services for the Phase III Clinical Trail of RECEPTOL on HIV patients at Sion Hospital, Mumbai, India.

1.2 This Agreement, when executed and delivered by the Parties, shall govern the provision of Services for the aforementioned study.

2. DEFINITIONS

2.1 "Agreement" means this Service Agreement.

2.2 "Change Order" means a change in one or more of the contracted conditions of the study, made after the Study Contract has been signed. These may affect the quantity and/or quality of the Services to be provided, which may or may not require an amendment to Study Contract.

2.3 "Confidential Information" means any information (whether written, oral or electronic) which is confidential or proprietary information of the disclosing party, which shall be deemed to include without limitation technical information, laboratory technology or procedures, processes, techniques, formulas, compounds, methodologies, research, developments, plans, licenses, information and computer systems, data, know-how, trade secrets, customers, customer lists, business prospects, catalogues and price lists, records, policies, business plans and strategy, business alliances, budgets, financial information, and information related to the disclosing party's business, operations, assets, liabilities, equity ownership and control, marketing programs, courier systems, billing systems, personnel, suppliers and all other confidential and proprietary information of whatever description that may be divulged to the receiving party. Notwithstanding the foregoing, such definition of Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain from a source other than the receiving party or its affiliates, employees and agents; (ii) was in possession of the receiving party or known to the receiving party as of the time of its disclosure, as a matter of legal right and without restriction on use and disclosure as established by written documentation bearing a date prior to the time of disclosure by the disclosing party; (iii) is subsequently legally learned from a third party not subject to an obligation of confidentiality with respect to the information disclosed; (iv) was required to be disclosed by the receiving party to comply with applicable laws or regulations, provided
that the disclosing party received prior written notice of such disclosure and that the receiving party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure.

2.4 "Laboratory Protocol" means the document prepared by Contractor and reviewed by **Biomix Network Ltd.** and describing the scope of services and responsibilities to be provided by **Biomix Network Ltd.** and Contractor for the study.

2.5 "Parties" mean the signatories to this Agreement as set out and defined at the beginning of the Agreement.

2.6 "Project" means a specific project awarded by **Biomix Network Ltd.** to Contractor, and in which Contractor has agreed to perform Services in accordance with the Project Proposal submitted to the Sponsor.

2.7 "Proposal" means a document setting out a list of specific activities, corresponding timelines for such activities and budget or bid for a study, in response to a request for proposal ("RFP") from **Biomix Network Ltd.** and compiled and approved by the Parties to this Agreement involved in the proposal.

2.3 "Confidential Information" means any information (whether written, oral or electronic) which is confidential or proprietary information of the disclosing party, which shall be deemed to include without limitation technical information, laboratory technology or procedures, processes, techniques, formulas, compounds, methodologies, research, developments, plans, licenses, information and computer systems, data, know-how, trade secrets, customers, customer lists, business prospects, catalogues and price lists, records, policies, business plans and strategy, business alliances, budgets, financial information, and information related to the disclosing party's business, operations, assets, liabilities, equity ownership and control, marketing programs, courier systems, billing systems, personnel, suppliers and all other confidential and proprietary information of whatever description that may be divulged to the receiving party. Notwithstanding the foregoing, such definition of Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain from a source other than the receiving party or its affiliates, employees and agents; (ii) was in possession of the receiving party or known to the receiving party as of the time of its disclosure, as a matter of legal right and without restriction on use and disclosure as established by written documentation bearing a date prior to the time of disclosure by the disclosing party; (iii) is subsequently legally learned from a third party not subject to an obligation of confidentiality with respect to the information disclosed; (iv) was required to be disclosed by the receiving party to comply with applicable laws or regulations, provided
that the disclosing party received prior written notice of such disclosure and that the receiving party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure.

2.4 "Laboratory Protocol" means the document prepared by Contractor and reviewed by **Biomix Network Ltd.** and describing the scope of services and responsibilities to be provided by **Biomix Network Ltd.** and Contractor for the study.

2.5 "Parties" mean the signatories to this Agreement as set out and defined at the beginning of the Agreement.

2.6 "Project" means a specific project awarded by **Biomix Network Ltd.** to Contractor, and in which Contractor has agreed to perform Services in accordance with the Project Proposal submitted to the Sponsor.

2.7 "Proposal" means a document setting out a list of specific activities, corresponding timelines for such activities and budget or bid for a study, in response to a request for proposal ("RFP") from **Biomix Network Ltd.** and compiled and approved by the Parties to this Agreement involved in the proposal.

2.3 "Confidential Information" means any information (whether written, oral or electronic) which is confidential or proprietary information of the disclosing party, which shall be deemed to include without limitation technical information, laboratory technology or procedures, processes, techniques, formulas, compounds, methodologies, research, developments, plans, licenses, information and computer systems, data, know-how, trade secrets, customers, customer lists, business prospects, catalogues and price lists, records, policies, business plans and strategy, business alliances, budgets, financial information, and information related to the disclosing party's business, operations, assets, liabilities, equity ownership and control, marketing programs, courier systems, billing systems, personnel, suppliers and all other confidential and proprietary information of whatever description that may be divulged to the receiving party. Notwithstanding the foregoing, such definition of Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain from a source other than the receiving party or its affiliates, employees and agents; (ii) was in possession of the receiving party or known to the receiving party as of the time of its disclosure, as a matter of legal right and without restriction on use and disclosure as established by written documentation bearing a date prior to the time of disclosure by the disclosing party; (iii) is subsequently legally learned from a third party not subject to an obligation of confidentiality with respect to the information disclosed; (iv) was required to be disclosed by the receiving party to comply with applicable laws or regulations, provided
that the disclosing party received prior written notice of such disclosure and that the receiving party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure.

2.4 "Laboratory Protocol" means the document prepared by Contractor and reviewed by **Biomix Network Ltd.** and describing the scope of services and responsibilities to be provided by **Biomix Network Ltd.** and Contractor for the study.

2.5 "Parties" mean the signatories to this Agreement as set out and defined at the beginning of the Agreement.

2.6 "Project" means a specific project awarded by **Biomix Network Ltd.** to Contractor, and in which Contractor has agreed to perform Services in accordance with the Project Proposal submitted to the Sponsor.

2.7 "Proposal" means a document setting out a list of specific activities, corresponding timelines for such activities and budget or bid for a study, in response to a request for proposal ("RFP") from **Biomix Network Ltd.** and compiled and approved by the Parties to this Agreement involved in the proposal.

2.8 "Cost Estimate" means the mutually approved document describing the estimated price quoted in Indian Rupees and UD Dollars by Contractor for providing the Services in accordance with the Study Contract.

2.9 "Regulations" means all applicable Good Laboratory Practice (GLP), European Community, U.S. Food and Drug Administration ("FDA"), International Conference on Harmonization (ICH), national and local laws, statutes, ordinances, guidelines and applicable clinical and medical standards and practices.

2.10 "Responsibility Matrix" means the document describing the division of services and responsibilities between **Biomix Network Ltd.** and Contractor for the RECEPTOL study.

2.11 "Services" means the Services to be provided for a specific Project by Contractor in accordance with the Study Contract.

2.12 "Study Agreement" means a written agreement executed with the **Biomix Network Ltd.**, related to the Phase III RECEPTOL Clinical Trail on HIV patients in India.

3. OBLIGATIONS

3.1 Obligations of Biomix Network Ltd.

3.1.1 Change Orders: **Biomix Network Ltd.** shall provide Contractor with written notification of Change Orders, which shall be acted upon by Contractor pursuant to Section 3.2.2 hereof.

3.1.2 Conduct of the Study: **Biomix Network Ltd.** shall fulfil the responsibilities accorded to it in this Agreement and the attached Responsibility Matrix and any Change Orders, in accordance with the agreed Cost Estimate and changes thereto arising from an agreed Change Order.

3.2 Obligations of Contractor

3.2.1 Conduct of the Study: Contractor will perform the activities described in this Agreement and the attached **Responsibilities Matrix (Exhibit A)**, the Laboratory Protocol and any Change Orders, in accordance with the agreed **Cost Estimate (Exhibit B)** and changes thereto arising from an agreed Change Order. In carrying out its responsibilities under this Agreement, the Contractor agrees to ensure that these Services are conducted in compliance with Good Laboratory Practice. Contractor is responsible for timely reporting of the results of the analysis as mentioned in the Laboratory Protocol. Contractor will ensure that there are sufficient reserve samples and adequate supply of reagents and that all

the bio analytical techniques are validated and standardized. **Biomix Network Ltd.** at its discretion, may have an audit performed through an external audit company or itself. Contractor will maintain the laboratory reports generated in the study for a period of five years.

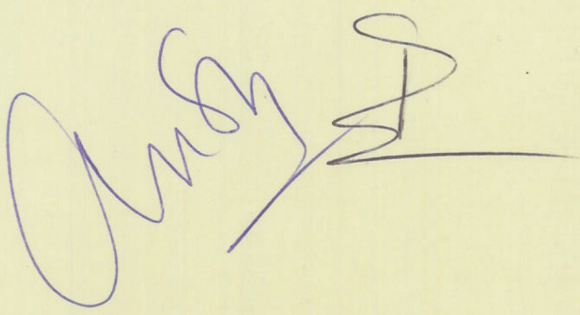
3.2.2 Change Orders: Upon receipt of a notice of Change Order pursuant to Section 3.1.1 hereof, Contractor shall promptly determine and notify **Biomix Network Ltd.** whether or not Contractor can comply with the Change Orders and the budgetary implications, if any, to **Biomix Network Ltd.** Contractor shall accept all reasonable Change Orders, and shall not refuse to perform or accept any Change Order for which Contractor has notified **Biomix Network Ltd.** that Contractor will accept.

3.2.3 Requested Information and Reports: Contractor shall provide weekly reports to both GlobalCeuticals Inc. and Biomix Network Ltd. and any other information related to RECEPTOL Phase III Clinical Trail in which Contractor is participating. Contractor shall regularly provide **Biomix Network Ltd.** with information indicating Contractor's performance in the fulfilment of Study Contracts placed with Contractor. Such information may include, but shall not be limited to, courier performance, laboratory reporting turnaround time, sampling kit supply time, laboratory error rates and any unusual occurrences in the conduct of the Research.

4. MUTUAL CONFIDENTIALITY / NON-DISCLOSURE

4.1 **Non-Disclosure.** Each Party covenants and agrees to maintain the Confidential Information of the other Party hereto in strict confidence and not disclose or divulge such Confidential Information, using the same degree of care as it uses to protect its own Confidential Information of like nature, but not less than a reasonable degree of care for the kind of information involved. Without limiting the generality of the foregoing, each Party shall: (i) not, directly or indirectly, disclose any such Confidential Information to any person outside its business organization, and disclose such Confidential Information only to persons within its business organization on a "need to know" basis who have executed confidentiality agreements with the receiving party that are at least as comprehensive as the provisions of this Agreement; (ii) not, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, reverse engineer, recompile, assign or otherwise transfer such Confidential Information; and (iii) return such Confidential Information to the disclosing Party upon the disclosing Party's request.

4.2 **Non-use.** Each Party shall not use the Confidential Information of the other Party hereto for its own benefit or the benefit of any person or entity other than disclosing Party, and only as instructed by the disclosing Party. No rights or licenses, expressed or implied, are granted to the receiving party related to the



Confidential Information of the disclosing party as a result of or related to this Agreement.

4.3 **Proprietary Rights.** Each Party recognises and acknowledges that the Confidential Information of the other Party is confidential and the property of the disclosing Party and that the protections afforded the disclosing Party under this Agreement concerning such Confidential Information are in addition to those provided under applicable law. The disclosing Party shall own all proprietary rights created or developed by the receiving Party arising out of or related to the Confidential Information of the disclosing Party. The receiving Party is not granted any license or other interest in such proprietary rights or any portion thereof.

4.4 **Remedies.** Each Party acknowledges that use or disclosure of the Confidential Information of the other Party, whether by the receiving Party, its employees, or any person or other entity associated with or under the control of the receiving Party, in a manner inconsistent with this Agreement, will result in irreparable and continuing damage to the disclosing Party for which there will be no adequate remedy at law and that the disclosing Party may therefore obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the disclosing Party against any such breach or threatened breach, including, without limitation, injunctive relief.

5. INVENTIONS

It is expressly agreed that no Party transfers by operation of this Agreement to any other Party any patent right, copyright, or other proprietary right such Party owns or hereafter acquires in the performance of this Agreement or otherwise. Contractor agrees that any and all inventions, discoveries, or improvements (hereinafter called "Inventions") arising out of the Services performed hereunder shall be the exclusive property of **Biomix Network Ltd.** At all times **Biomix Network Ltd.** shall have the full and free right to use any and all such Inventions in any way deemed by it to be necessary or advisable, either directly or through agents or otherwise, without payment of any compensation to Contractor for same. Contractor agrees to assign any rights in any or all of the Inventions produced hereunder to **Biomix Network Ltd.**, as applicable, at its request, without payment of any compensation to Contractor for same.

6. PAYMENT FOR SERVICES

6.1. **Prices.** For performing the Services agreed upon pursuant to this Agreement, Biomix Network Ltd. and the Contractor shall compensate Contractor in accordance with the Cost Estimate in the Study Contract .

6.2. **Payment.** Where Services are invoiced by Contractor to Biomix Network Ltd. as per the approved Protocols from the Investigators, Sion Hospital, and Mumbai,

India. An advance of 50% of the total project cost will be paid at the time of signing of the agreement and a monthly invoice will be generated and adjusted against the advance till available and the rest will have to be paid monthly.

6.3. **Currencies** : Subject to the requirements of the applicable laws, the payments shall be made to Contractor in US Dollars or equivalent Inidan Rs.

6.4. **Mode of Payment**: **Biomix Network Ltd.** to remit all payments against invoices submitted by wire transfer addressed to "Metropolis Health Services Pvt. Ltd." If TDS (tax deducted at Source) is deducted from the cheque payment, the TDS certificate should be submitted to Metropolis at the end of the financial year. The TDS Certificate should mention the following details:

Metropolis Health Services Pvt. Ltd.
250 – D, Udyog Bhawan, Behind Glaxo,
Worli, Mumbai – 400030.

Remit it to

Chase Manhattan Bank - NEW YORK
Swift Code: CHASUS33
Account No: 001-1-406717

to be further credited to

Metropolis Health Services (India) Pvt. Ltd
HDFC Bank Ltd
CA No 2402320001998
Sandoz Branch
Worli.

6.6 **Invoices and Payments.** Invoices and payments shall be sent as follows:

If to Contractor: Metropolis Health Services Pvt. Ltd.
250 – D, Udyog Bhawan, Behind Glaxo,
Worli, Mumbai - 400030

If to

Biomix Network Ltd..
Millennium Business Park,
303/6/III MIDC,
New Bombay 400709
INDIA

7. **TERMINATION**

7. TERMINATION

7.1 This Agreement is terminated when Contractor has completed the Project and the associated financial payments by **Biomix Network Ltd.** have been made. Notwithstanding termination of this Agreement, the terms hereof concerning confidentiality of information shall remain binding.

7.2 This Agreement may be terminated by Contractor or **Biomix Network Ltd.** in the event of a breach of a material term hereunder by the other if the breach is not remedied within 90 days of notice, breach being defined as a failure to comply with any substantial provision/term of this Agreement. Such breach is to be notified by the aggrieved party to the party in breach.

7.3 This Agreement may be terminated by **Biomix Network Ltd.** at any time without assigning any reason by giving one month's notice in writing to Contractor.

7.4 In the event of termination by **Biomix Network Ltd.**, Contractor will immediately stop work on the service. **Biomix Network Ltd.** will pay Contractor at the agreed rate for work performed prior to **Biomix Network Ltd.** notice of termination and for work -in-progress performed after notice of termination that could not be reasonably avoided by Contractor. However, it is understood by both Parties that in the event of termination of this Agreement by **Biomix Network Ltd.** as a result of breach by Contractor, **Biomix Network Ltd.** shall not be liable to pay any costs whatsoever to Contractor.

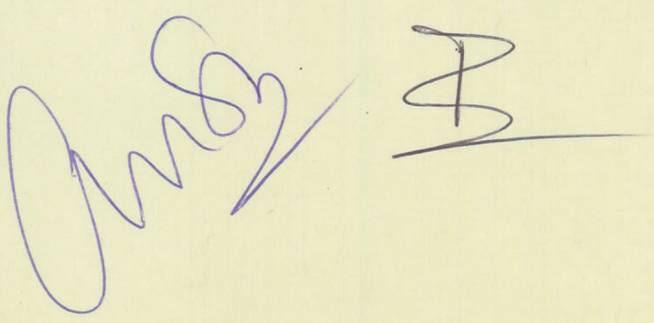
7.5 In all cases of termination, Contractor shall promptly return any unused samples provided by **Biomix Network Ltd.** for the Project and transfer or have transferred any/all information/data/results and any/all rights and title to any ideas, know-how, inventions, processes or other intellectual property generated under/derived from the Project until the date of termination of the Project.

8. REPRESENTATIONS AND WARRANTIES

8.1 Each Party represents and warrants to each of the other Parties, as of the Effective Date, that:

8.1.1 *Corporate Status.* Such Party is duly organized and validly existing in all respects under the laws of the jurisdiction of its incorporation or formation, with full power and authority to enter into, execute, deliver and perform its obligations under this Agreement and to own its assets and to carry on its business as it is now being conducted, and as currently planned to be conducted, and no action has been taken or threatened (whether by such Party or any other person or entity) for its liquidation, bankruptcy, receivership or analogous process.

8.1.2 *Binding Effect.* Such Party's execution and delivery of, and the performance of its obligations under, this Agreement has been duly and validly authorized, and each



of its obligations hereunder constitutes its valid, legal and binding obligation enforceable against such Party in accordance with such obligation's terms, subject to the availability of equitable remedies for specific performance and applicable law related to liquidation, bankruptcy, receivership or analogous process.

8.1.3 *No Default*. Such Party is not in violation of or default under, and the execution, delivery and performance by the Party of this Agreement shall not cause a violation or default under, any term of its articles of incorporation or analogous organizational documents (as applicable) or any provision of any agreement to which it is a party or by which any of its assets or properties is bound, or to its knowledge any provision of any judgment, decree, order, writ, statute, rule or regulation applicable to it, which violation or default would materially and adversely affect its business, assets, liabilities, financial condition or prospects.

9. NOTICES

9.1 All notices and other announcements by any Party hereunder shall be given in writing in accordance with this Agreement, as follows:

If to Contractor:

Metropolis Health Services Pvt. Ltd.
250 – D, Udyog Bhavan, Behind Glaxo,
Worli, Mumbai - 400030
India.

If to Sponsor

Biomix Network Ltd.
Millennium Business Park,
303/6/III MIDC,
New Bombay 400709
India.

or such other address or telefax number as may be notified from time to time for this purpose. Any notices and other announcements served personally shall be deemed to have been given upon such service, any notices and other announcements delivered to the address specified above shall be deemed to have been given when delivered, any notices and other announcements so given by courier services or by registered post shall be deemed to have been given by midday on the third day after the same shall have been posted, provided no postal disruption shall exist and any notices and other announcements so given by fax shall be deemed to have been given upon the acknowledging receipt and in providing the giving of such notice it shall be sufficient proof that the letter or fax containing such notice was properly addressed and as the case may be put into the post as a prepaid registered letter.

10. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of each Party thereto and their respective successors, as the case may be. No Party shall assign or transfer any of its rights and/or obligations under this Agreement, except with a prior written consent of the other Party and subject always to the assignee becoming a party to this Agreement.

11. PARTIAL INVALIDITY

Should any part, term or provision of this Agreement be by a court of competent jurisdiction to be illegal or in conflict with any laws, such part, term or provision in question shall be so prohibited or rendered invalid, void or unenforceable, only to the extent to which it is thus prohibited or rendered invalid, void or unenforceable and no further. All remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. The Parties will substitute the invalid, void or unenforceable provision with a valid and enforceable provision, which reflects as near as possible the intention of the Parties as referred in the provision thus substituted.

12. ENTIRE AGREEMENT

This Agreement (together with any documents referred to herein) constitutes the whole Agreement and understanding between the Parties hereto and supersedes all discussions, agreements, understandings of any and every nature, whether written or oral between the Parties with respect to the subject matter of this Agreement, and no condition, definition, warranty or representation other than expressly provided for in this Agreement with respect to the subject matter of this Agreement shall be binding upon either Party hereto. No modification, variation, change, alteration or amendment of this Agreement shall be effective unless such modification, variation, change, alteration or amendment is made in writing, expressly refers to this Agreement and has been signed by a duly authorized officer or on behalf of all Parties hereto.

13. APPLICABLE LAW AND DISPUTE RESOLUTION

13.1 **Applicable Law.** This Agreement shall be subject to, governed by and construed and enforced in accordance with the Laws of India applicable to contracts wholly to be performed therein.

13.2 **Dispute Resolution.** In case of any dispute between the Parties as to the performance or interpretation of this Agreement, which cannot be amicably settled by the Parties, the matter shall be exclusively and finally referred to and settled by arbitration conducted under the Indian Arbitration Act, 1996. Both Parties will appoint one arbitrator by mutual consent, who will decide on the dispute and give a verdict within 15 days. Any dispute arising out of this

Agreement will be subject to Indian jurisdiction only. The arbitral award shall be in writing, shall not be contrary to the governing law of this Agreement, shall not award punitive or exemplary damages and shall provide reasons for the award. The provisions of this Section 13.2 shall survive any expiration or termination of this Agreement, and shall be severable and binding on the Parties, notwithstanding that any other provisions of this Agreement may be held or declared to be invalid, illegal or unenforceable.

14. MISCELLANY

14.1 **Force Majeure.** For the period and to the extent that a Party is disabled from fulfilling in whole or in part its obligations pursuant to or contemplated by this Agreement, where such disability arises by reason of an event of *force majeure* (any law or government regulation which comes into force or any act of God, flood, war, revolution, civil commotion, political disturbance, strike, lockout, fire, explosion, breakdown of plant or any other contingency whatsoever over which such Party has no reasonable control) such Party shall provide prompt notice in writing thereof to the other Party of such occurrence and cessation and be released from the obligations it is unable to fulfil as a consequence of such an event of force majeure (and such obligations only) until the cessation of such disability. If the *force majeure* conditions continue beyond two months, the Parties shall jointly decide the future course of action. In addition, such non-fulfilment of obligations shall not be a default hereunder. The provisions of this Section shall not be applicable to any obligations involving any payment of money.

14.3 **Waivers.** Any particular waiver, at any time, by either of the Parties, of any breach, default or omission, in the performance or observance of any of the terms of this Agreement by the other Party shall not be deemed to be a waiver of any continuing or succeeding breach of such term or a waiver of the term itself or a waiver of any other term of this Agreement or a waiver of any breach, default or omission of any other term of this Agreement. A Party shall not be deemed to have waived any right, power or privilege under this Agreement unless such waiver is in writing and signed by such Party.

14.4 **No Authority.** No Party shall be considered an agent or legal representative of any Party for any purpose, and no director, officer, agent or employee of any Party shall be, or be considered, an employee of any other Party. No Party is granted, and shall not exercise, the right or authority to assume or create any obligation or responsibility, including without limitation contractual obligations and obligations based on warranties or guarantees, on behalf of or in the name of any other Party. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or business organization of any kind with **Biomix Network Ltd.**

14.5 **Biomix Network Ltd.** may carry out audits of Contractor via an independent charted accountant/auditor to ensure that the items agreed upon in this Agreement are being or have been obeyed.

Contractor commits to co-operate with **Biomix Network Ltd.**, assisting in an audit in the Context of all applicable laws, rules, guidelines and regulation

14.6 **Counterparts.** This Agreement and Study Contracts shall be executed in two or more counterparts, each of which ranks as an original true and correct version hereof.

IN WITNESS WHEREOF, Biomix Network Ltd. and Contractor have executed this Agreement:

Metropolis Health Services (I) Pvt.Ltd.

Authorised Signature:

Name: Ameera Shah

Title: Vice President -Business Development & Head - Clinical Trial Services

Date: 10/10/2005

Biomix Network Ltd.

Authorised Signatory:

Name: Dr.Pawan Saharan

Title: Chairman

Date: 10/10/2005

1. Witness:

Signature: Dinesh Mishra

Name: Mr. Dinesh K. Mishra

Address: Shri Ram Mandir Compound, Room #8, M.L. Tower, MAHAPE, NAVI MUMBAI-400710

2. Witness:

Signature: Sandhya Saharan

Name: Dr. Sandhya Saharan

Address: Director, Biomix Network Ltd., Same address as of Biomix given above on Page #2.

Exhibit A:

Description of activities	Biomix	Metropolis
Prepare quotation		√
Negotiate and Approve quotation	√	
Obtain courier information		√
Priming of study in Lab Mgmt System (LMS)		√
Check study file completeness		√
Priming audits by QA		√
Running	**Biomix**	**Metropolis**
Local courier management		√
Supply of collection Material		√
Taking consent for the test from the patient	√	
Specimen collection at the investigator site by Phlebotomist	√	
Coordinating with the investigator for sample collection and pick-up		√
Sample reception and data entry		√
Local analysis		√
Critical Value reporting through verbal result call-out		√
Faxing of report to the investigator		
Sample storage post analysis for one month		√
Hardcopy reporting to sponsor and investigator		√
Maintain communication investigator/ monitor/sponsor		√
Monitor progress of the study		√
Regular invoice to Biomix		√
Payment against invoices	√	
Regular check of pending orders		√
Management overview to sponsor/monitor according to specification in GLP		√
Study amendments in study file		√
Study closedown	**Biomix**	**Metropolis**
Initiate study close down when Biomix notifies		√
Check study file for completeness		√
Prepare and send final invoice		√

NOTE: Investigator for Repository all Results will be Dr. Girish Rajadhyaksha, Assoc. Prof of Medicine, LTMMC & LTMG Hospital, Sion, Mumbai

SPONSOR:	**Biomix Network Ltd.**
CONTACT:	**Dr. Pawan Saharan**
INVESTIGATOR: Dr. G. Rajadhya Asha	**Dr. N.K. Hase, HOD, Medicine, Sion Hospital** (Shifted to KEM)
TOTAL NO. OF SUBJECTS:	**50**
NO. OF VISITS:	**2**
DURATION OF THE STUDY:	**3-4 months**

Investigations	**No. of visits**	**MetroRate per subject per visit**	**MetroRate per subject for no. of visits**	**MetroRate for 50 subjects**	**Discounted rate (25% discount) per subject for no. of visits**	**Discounted rate for 50 subjects**
HIV Viral Load	2	3800	7600		5700	
CD4/CD8 count	2	1800	3600	560000	2700	420000
			11200	560000	8400	420000

Gross Total Project Cost	Rs. 5,60,000/-
Net Discounted Project Cost	Rs. 4,20,000/-

TERMS AND CONDITION
The project costs includes the following services:
1. Lab analysis for the above mentioned tests.
2. Processing of HIV viral load specimen on the cut off schedule on Tuesday and Friday.
3. Courier pick up of specimens from the investigator site.
4.Transportation in cold chain to the central Lab.
5. Supply of collection material to the investigator site.
6. Critical value reporting through verbal result call-out.
7. Hard copy report delivery to the investigator.
8. Default storage of specimen for one month.
9. Co-ordinating Sample pick-ups from the investigator site.
10. Co-ordinating with investigators at all sites to track samples and reports.
11. Creation of Standard Operating Procedures for the investigators.