

Procedure for permission to use the Darjeeling logo - Japan

1. Form 1&2.
2. Photocopy of user license agreement that is to be signed by applicant and Tea Board
3. Annual Return Forms.

The procedure is as follows

- a. Application in Form-I & II to be submitted by applicant duly endorsed by the Tea Council/ Association of your country.
- b. Signing of License Agreement – enclosed (once the above application is received by Tea Board, the license agreement on relevant stamp paper (along with one photocopy) will be given to the applicant. The applicant (cheque signing authority in the said applicant company) is to sign both copies of the agreement (stamp paper copy as well as photocopy). The applicant and the Tea Board signatory are to sign on each page with official stamp. This covers use of the Darjeeling logo at present.
- c. Payment of Use Fees as per Schedule III – to be made at the time of signing the Use/ License agreement.
- d. Issuance of License Number to applicant by Tea Board. The signed (by both sides) photocopy of agreement is to be handed over to the applicant at this stage. The original agreement stays with Tea Board.
- e. Annual filing of forms given under Schedule IV on stock in hand and quantities sold under the Darjeeling Logo. This is to be submitted after a year during the time for renewal of permission.

An exclusive User number or license number will have to be issued to each applicant for use of the logo. This number is to feature on all packs along with the words – “Registered proprietary Mark of Tea Board India under No. **2153713** used under License”.

After examining the said papers, if you desire to use the Darjeeling Logo, kindly fill-in the application form 1&2 and send it to us duly endorsed by the Tea Council/Association of your country. On receipt of the application form, we will send you the final user license agreement along with photocopy indicating where you need to sign. The user license agreement duly signed along with photocopy may kindly be returned with the requisite user license fee given in Schedule III. This can be paid either in US \$ or in Yen at an exchange rate with the US \$ payable in New York.

We will issue you a user license number which you may kindly carry on your packs below the logo along with the above qualifier. After a year at the time of renewal of the said permission, annual return forms IV & V may kindly be filled in and submitted along with user license fees.

Kindly get in touch if there are any clarifications required. We are sending you the said documents by email/post with enclosures.

All communication may be directed to Tea Board India, IPR Cell, 5th floor, 14. V.T.M.Sarani (Brabourne Road), Kolkata 700 001. email teaboard@teaindia.org and pmctboard@vsnl.net

FORM-II

To
The Licensing Authority,
Tea Board India,
14, BTM Sarani,
Brabourne Road,
Kolkata-700001.

Sir,

Enclosed please find a copy of Form-I with appropriate recommendation of the authority (Name to be given) _____

A/c. Payee Demand Draft payable to the Tea Board India is attached herewith towards payment of annual Licence Fee.

I/We* am/are* interested to execute the Licence Agreement with the Tea Board India for use of DARJEELING logo for tea grown, produced, cultivated and manufactured in the geographical tea growing areas as given in the Schedules I to IV of the Licence Agreement. Date of execution of the said Agreement may, therefore, be intimated to me/us* and the User Licence of Darjeeling Logo be issued in my/our* favour immediately.

Signature of the Applicant(s)

Place:

Date:

Encl: Form-I together with recommendation.

**Strike out whichever is not applicable.*

FORM-I

1.	Name of applicant (in block letters)
2.	Building Name/ No. _____ Street Name _____
3.	City _____ Pin Code _____ State/Country _____
4.	Telephone Nos. _____ Email ID _____ Fax Nos. _____
5.	Status : Company Partnership Proprietary Firm
6.	Names of Darjeeling brands and pack sizes _____
7.	Business : Trader/Packteer/ Importer/ Exporter/Wholesaler/ Retailer (tick one or more)
8.	If registered with Tea Councils of the Country, give membership number.
9.	If member of Tea Traders Association of the Country, give membership number and name of Association

I hereby declare that the aforesaid information is true and correct to the best of my knowledge and belief.

Place :

Date :

(Authorized Signatory of the Applicant or the Applicant)

Verification :

* Checked and verified the above information and recommended that the applicant is A member of the Tea Trader's Association of _____

and/or is also a member of Tea Council of _____

and/or an Importer and/or Re-exporter of Darjeeling Tea.

Place :

Date :

(Authorised Signatories of Tea Trader's Association and/or Tea Council of _____ or the Indian Tea Exporter having User Licence Number _____ of DARJEELING CTM.

**strike out whichever is not applicable.*

SCHEDULE IV

Sale and stock returns for use of Darjeeling Logo & word marks.

Tea Board India,
14, B.T.M. Sarani,
Kolkata – 700 001.

User Licence Number
Name
Address
Date

Dear Sir(s),

The following is my/our declaration relating to the sale and stock of Darjeeling Tea held by me/us over the period stated above.

Opening stock of Darjeeling Tea as on : 1st January (year) : _____ kg.

Qty. of Darjeeling Tea purchased during the 12 month period : _____ kg.

COO No.	Supplier/source of purchase	Tea Garden Mark	Invoice number	Grade	Quantity	No.of packages

Qty. of Darjeeling Tea sold during the 12 month period : _____ kg.

Qty of Darjeeling Tea exported during the 12 month period _____ kg

Destination of Darjeeling Tea sold

- 1.
- 2.
- 3.

Any other details :

(Qty. sold under logo mark)

(Qty. sold under word mark)

Closing stock of Darjeeling Tea as on 31st December (year) : _____ kg.

I/we* hereby certify that the information given above is correct and that we have not concealed any material facts.

Signature of Licensee.

NON-EXCLUSIVE TRADE MARKS LICENCE AGREEMENT

This Agreement is made the day of 2003 between TEA BOARD, 14. B.T.M. Sarani (Brabourne Road), P.O. Box No. 2172, Calcutta of the first part (herein called "the Proprietor") and of (herein called "the Non-Exclusive Licensee") of the second part.

WHEREAS the proprietor is the owner of a Certification Trade Mark "Darjeeling & Logo" under No.2153713 in Class 30 in respect of tea (hereinafter called "the Mark") relating to tea.

WHEREAS the Non-Exclusive Licensee has applied to the Proprietor for a non-exclusive, non-assignable Licence entitling him to use the Mark subject to his compliance with the said Regulations or any modification thereof.

NOW THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions hereinafter contained, the Proprietor hereby agrees to permit the Non-Exclusive Licensee to use the Mark in respect of the licensed goods.

1. The Non-Exclusive Licensee hereby undertakes to observe the Regulations in using the Mark upon or in relation to the licensed goods and to observe the standards of quality laid down by the Proprietor, and to submit samples for testing as and when required by the Proprietor.
2. The Non-Exclusive Licensee shall only use the Mark upon or in relation to the licensed goods as defined in the Regulations.
3. The Mark shall not be used in a manner which is deceptive or which would bring it into disrepute and its use generally shall be subject to the reasonable requirements of the Proprietor (including a requirement that any representation of the Mark be accompanied by an indication that it is the Mark of the Proprietor being used under license.

4.
 - (1) The Non-Exclusive Licensee hereby acknowledges that any and all rights created by the registration and use of the Mark are the sole property of the Proprietor.
 - (2) The Non-Exclusive Licensee hereby acknowledges the Proprietor's ownership of the Mark and shall refrain from:
 - (A) registering a trade mark identical with or similar to the Mark in respect of any goods;
 - (B) using for any purpose a trade mark identical with or similar to the Mark, except as permitted by the Proprietor in this Agreement;
 - (C) opposing the use and the registration of a trade mark identical with or similar to the Mark or contesting the validity of any such registration;
 - (D) sub-licensing and assign any rights granted hereunder in favour of any person.
 - (E) causing or assisting any person to do any of the things mentioned in the above sub-clauses (A), (B) and (C).
 - (3) the obligations set out in the above clauses 4(1) and (2) hereinbefore shall survive termination of this Agreement for whatsoever reason.
5. The Non-Exclusive Licensee hereby covenants with the Proprietor that he will not at any time during the subsistence of this Agreement or thereafter claim or cause permit, suffer or assist others to claim any interest in the Mark or any of the rights aforesaid.
6. The Non-Exclusive Licensee will not claim in relation to the licensed goods bearing the Mark, that they possess any characteristic not specified in the specifications prescribed for such goods by the Proprietor so as to suggest that such claim is certified by the Mark or in any way controlled by the Proprietor.

7.
 - (a) In consideration of the rights of Non-Exclusive licensed use granted hereunder, the Non-Exclusive Licensee shall pay to the Proprietor a Non-Exclusive License Fee in accordance with the Regulations
 - (b) The Non-Exclusive Licensee undertakes to bring to the notice of the Proprietor all cases of wrongful use or infringement of the Mark, registration or attempted registration of a trademark identical with or similar to the Mark. In the event of the Proprietor undertaking any opposition to or any action to restrain or punish such act or acts, the Non-Exclusive Licensee agrees to co-operate fully and freely with the Proprietor and undertakes to do all such acts and things as the Non-Exclusive Licensee shall reasonably require to assist the Proprietor in any legal proceedings in respect of infringement or use or registration of the Mark or any mark similar thereto.
 - (c) If the Non-Exclusive Licensee or any of its customers is **sued** as a direct result of use of the Mark, the Non-Exclusive Licensee, on service upon it of any notice of any such claim, shall forthwith give the Proprietor written notice thereof and of all particulars thereof and the Proprietor shall have the right to participate in the defense of such suit by its own counsel and at its own expense.
8. If any term, paragraph or provision of this Agreement shall be held to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, paragraph or provision thereof, and such invalid term, paragraph or provision shall be deemed to have been deleted from this Agreement.
9. Any notice given by the Proprietor in pursuance of this Non-Exclusive License, to the Non-Exclusive Licensee shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to such authorized user at his address in the Register. Any notice given by the Non-Exclusive Licensee to the Proprietor shall be deemed to have been duly given if forwarded through

the post by prepaid letter addressed to the Proprietor at Director of Tea Promotion, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), PO Box No. 2172, Calcutta 700 001, India.

10. This Agreement shall be governed by and construed in accordance with the laws of Japan.

APPENDIX



PROPRIETARY TRADE MARK under Registration no. 2153713 in Class 30

IN WITNESS WHEREOF the Proprietor and the Non-Exclusive Licensee have executed this Agreement the date and year first above written.

SIGNED BY

for and on behalf of
the PROPRIETOR

SIGNED BY

for and on behalf of
the NON-EXCLUSIVE LICENCEE

**Regulations for the use of DARJEELING and logo mark under
Registration no. 2153713 in Class 30 in respect of tea**

DEFINITIONS

- 1 For the purpose of these Regulations, unless the context otherwise requires, the following definitions shall apply:
 - (A) “the Proprietor” means Tea Board of India, 14 Biplabi Trailokya Maharaj Sarani (Brabourne Road), P O Box No 2172, Calcutta 700001, India;
 - (B) “Mark” means the Mark DARJEELING under Registration no. 2153713 in Class 30 in respect of tea;
 - (C) “person” shall include any company or association or body of individuals, whether incorporated or not;
 - (D) “Register” means the Register of authorised users of the Mark maintained by the Proprietor;
 - (E) “authorised user” means any person for the time being issued with a subsisting of a Certification Non-Exclusive Licence;
 - (F) “Non-Exclusive Licence” means a licence issued by the Proprietor in accordance with these Regulations;
 - (G) “licensed goods” means tea cultivated, grown and produced in conformity with these Regulations;
 - (H) “packet tea” means tea packed in unit packs or containers of the types which are ordinarily put up for the purposes of retail sale under a brand name and includes packages known as “Jota” of two packs packed together in which the net weight of tea contained in the basic pack unit does not exceed one kilogram.
 - (I) “Packer” means an authorised user who packs tea in the packets as described in paragraph (H) above;

- (J) "Producer" means an authorised user who cultivates, grows and produces tea within the geographic areas listed in the attached Schedule I;

OWNERSHIP OF MARK

- 2 The Mark is the absolute property of the Proprietor and shall not be used by any person except an authorised user.
- 3 The power of issuing and cancelling a Non-Exclusive Licence is vested in the Proprietor.

PERSONS AUTHORISED TO USE THE MARK

- 4 The Mark shall be applied to or used in relation to such tea -
 - (i) as has been cultivated, grown or produced in the tea gardens in the geographic areas listed in the attached Schedule I and which have been registered with the Proprietor in accordance with the provision of the Indian Tea Act, or any relevant law which may replace that Act;
 - (ii) as has been cultivated, grown or produced in tea gardens which the Proprietor considers capable of producing tea that meets the requirements of these Regulations;
 - (iii) as has been processed and manufactured in a factory located in the aforesaid areas; and
 - (iv) as, when tested by expert tea tasters on behalf of the Proprietor, is determined to have the distinctive and naturally occurring organoleptic characteristics of taste, aroma and mouth feel typical of tea cultivated, grown and produced in the aforesaid areas. Tea tasters are considered competent to evaluate these characteristics as a result of many years of practical training and experience in the assessment of tea and their highly refined sensory perception, in particular, in relation to the sensations of smell; taste and mouth feel of different types of tea. This enables them to easily recognise the distinctive characteristics associated with a particular type of tea and

thereby accurately analyse the nature and quality of the tea.

The current list of tea gardens cultivating, growing or producing Darjeeling tea is set out in Schedule II hereto, which schedule may be amended from time to time by the Proprietor.

The Mark may be used in relation to a blend of Darjeeling teas drawn from more than one tea garden, listed in Schedule II, only if each tea constituting the blend is capable of being described by reference to the Certification Mark, in accordance with these Regulations. The Mark may not be used in relation to a mixture of Darjeeling tea with teas of other origin and/or countries, even in phrases incorporating the word "blend" such as "DARJEELING Blend" or "Blended DARJEELING".

5 The Proprietor will grant a Non-Exclusive Licence to the applicant in the form at Schedule III hereto. Every applicant for a Non-Exclusive Licence to use the Mark undertakes that the tea in respect whereof it will use the Mark shall conform to paragraphs 4(i) to 4(iv) hereinabove. The applicant, in addition, undertakes that:

(a) The Proprietor or its authorised representatives shall be entitled to inspect, prior to and after the grant of the Non-Exclusive Licence, as and when desired by the Proprietor, the applicant's/ authorised user's premises and/or land for the purpose of inspecting the same and/or taking samples of tea and/or packaging used by the applicant/authorised user.

(b) As and when required by the Proprietor, prior to or after the grant of the Non-Exclusive licence, the applicant/authorised user shall supply samples of the tea in relation to which it uses or intends to use the Mark for testing by the Proprietor or its authorised representatives to determine that the tea, in respect of which the Mark is used or will be used, still conforms to the standards prescribed by it; and

- (c) That the applicant will maintain adequate systems of control and inspection, including books and records, to ensure that the tea in respect of which the Mark is proposed to be used will continue to conform to the standards prescribed by the Proprietor.
- 6 Upon execution by the Proprietor and the applicant of a Non-Exclusive Licence, the applicant shall become entitled to use the Mark upon the terms and conditions of such Non-Exclusive Licence and these Regulations and shall remain so entitled during the subsistence of such Non-Exclusive Licence.

REGISTER

- 7 The Proprietor shall keep at its offices a Register wherein shall be entered the names, addresses and trade descriptions of each authorised user, the date of his registration, particulars concerning the cancellation of any previous Non-Exclusive Licence, and such other particulars as may from time to time be prescribed or deemed necessary by the Proprietor. The Register will be available for inspection at Director of Tea Promotion, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), P O Box No 2172, Calcutta 700 001, India and other overseas offices of the Proprietor. Any person wishing to inspect the Register should give reasonable notice of the same to the Proprietor or, in the case of inspection at an overseas office, the relevant overseas office of the Proprietor.

CHARACTERISTICS CERTIFIED BY THE MARK

- 8 The characteristics certified by the mark are that the tea conforms with paragraph 4 above.

HOW THE PROPRIETOR IS TO TEST THOSE CHARACTERISTICS

- 9 The Proprietor will test the characteristics in accordance with paragraph 5

above.

HOW THE PROPRIETOR IS TO SUPERVISE THE USE OF THE MARK

- 10 An authorised user shall use the Mark only upon and in relation to tea, which conforms to the Regulations and is subject to the right of the Proprietor to control the standards and specifications as stipulated in these Regulations and/or Non-Exclusive Licence.
- 11 The Proprietor or its authorised representatives shall be entitled at any reasonable time, during business hours, to enter upon any premises or land where the tea in relation to which the authorised user uses the Mark is being cultivated, grown, processed, manufactured, packed or stored, for the purpose of ensuring that the standards laid down by the Proprietor are being adhered to and complied with. The Non-Exclusive Licence will be conditional on the Proprietor being so satisfied. Where such land or premises is not the property of the authorised user, the authorised user shall ensure that the Proprietor or its authorised representatives has the right to so enter upon the land or premises.

LICENCE FEE

- 12 In consideration of the rights of licensed use, the Proprietor may charge licence fees towards its costs in managing and promoting the Mark.
- 13 Packers will pay an annual licence fee on a flat fee basis or based on the weight of tea sold under the Mark as determined by the Proprietor from time to time.
- 14 Producers will pay an annual licence fee on a flat fee basis or based on the volume of tea sold under the Mark as determined by the Proprietor from time to time.

CONDITIONS AS TO USE OF THE MARK

- 15 The Mark shall be applied to packaging for the tea so that it is clearly visible.
- 16 The authorised user shall prominently and clearly display his User Non-Exclusive Licence Number on his packet and packaging material.
- 17 The authorised user will provide the Proprietor with Annual returns detailing the volume and/or quantity of tea sold under the Mark.
- 18 Nothing in these Regulations shall interfere with the separate use, by an authorised user, of his own trademark, trade name or some other identification upon or in relation to the licensed goods.
- 19 The authorised user shall not use, or cause or assist any person to use, any sign, which could be regarded as a colourable imitation or infringement of the Mark.
- 20 The Proprietor shall decide the way in which the Mark may be represented including specifications as to colour, size and lettering of the Mark and what matter of any description may be used in close association with the Mark and in what relationship. In the event of any representation of the Mark being considered unsuitable by the Proprietor, the authorised user shall terminate such sue.
- 21 A Non-Exclusive Licence is granted on the condition that the authorised user will not use the Mark in any printed advertisements or printed publicity matter without indicating that, it is the mark of the Proprietor being used under License.

DURATION AND CONDITIONS AS TO DURATION OF LICENCE

- 22 Subject to the provisions of this regulations, a Non-Exclusive License shall come into force from the date hereof and shall continue for one year subject to automatic renewals from time to time.

Either party may terminate the Non-Exclusive License without prejudice to its other remedies forthwith by notice in writing to the other if that other commits a breach of the Non-Exclusive License Agreement; provided that if the breach is capable of remedy the notice shall only be given if the party in breach shall not have remedied the same within one month of having been given notice in writing specifying the breach and requiring it to be remedied.

Either party may terminate the Non-Exclusive License Agreement by notifying its decision by writing served on the other party two months before the anniversary date of the conclusion of this the Non-Exclusive License Agreement.

BREACH OF REGULATIONS

- 23 If an authorised user commits any breach of these Regulations, or in any way uses the Mark in an unauthorised, misleading or deceptive manner, or is convicted of any offence leading to the discredit of his reputation or good faith as a trader, or is adjudicated bankrupt, or goes into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or has a receiver appointed over his assets, the Non-Exclusive License issued to him shall be liable to be cancelled.
- 24 In the event of the Proprietor cancelling a Licence, all items bearing or indicating the Mark, and all blocks for making the same, shall forthwith be delivered to the Proprietor for the purpose of being destroyed, or else

satisfactory proof (in the opinion of the Proprietor) shall be given of this having been done. After the cancellation, the authorised user shall not sell or expose for sale, any goods bearing the Mark except with the consent of the Proprietor.

- 25 If the mark has been used by the authorised user on goods which do not conform with the requirements of these Regulations or in relation to which the authorised user has not complied with paragraph 11, the Proprietor shall have the right to demand that the authorised user remove the Mark from such goods, or withdraw such goods from trade, or exchange such goods for similar goods that comply with the Regulations.
- 26 The authorised user shall be responsible for the consequences of any breach of these Regulations on his part, and shall be fully liable for any damages that may result from such breach of these Regulations.

PROCEDURE FOR RESOLVING DISPUTES

- 26 In the event of the issue of a Non-Exclusive Licence being refused or a Non-Exclusive Licence being cancelled by the Proprietor, the person concerned shall, during the period of sixty days immediately succeeding the date of such refusal or cancellation, have the right to appeal against such refusal or cancellation to the Central Government of India, provided that he at the same time gives notice of such appeal to the Proprietor. The decision of the Central Government of India on such appeal (after submission to him of such written and/or oral representations as the parties desire to make or as he shall require) shall be final and binding on the Proprietor and the person concerned. Provided, however, that in cases of misuse of the Mark by any authorised user which infringes the rights of any buyer and/or importer of such licensed goods and written complaint thereof has been received by the Proprietor, the Proprietor after giving opportunities to such authorised user to explain his position may cancel his Non-Exclusive licence. The decision of the Proprietor in such cases shall be final and binding upon such defaulting authorised user.

POWER TO AMEND

- 28 Subject to the consent of the Government of India, the Proprietor may alter these Regulations in accordance with the provisions of the Trade Mark Act 1958 or any other law for the time being in force in India.

DELEGATION OF POWERS

- 29 The Proprietor may authorise such persons as deemed appropriate by it to make tests and inspections in pursuance of paragraphs 5, 10 and 11 of these Regulations on its behalf. Such persons may include, for example, expert tea tasters, public analysts or such other persons or bodies deemed competent under the relevant food laws and regulations in force in India from time to time. The Proprietor may require that an authorised user obtain a certificate from such a person in order to be entitled to use the Mark.
- 30 For the purpose only of making tests and inspections, the Proprietor may from time to time delegate its powers to a Management Committee duly appointed by a Resolution of the Proprietor, and/or its Board who may be appointed and selected to represent the Proprietor, subject always to such conditions as the Proprietor may from time to time impose.
- 31 Any notice given by the Proprietor in pursuance of these Regulations to an authorised user shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to such authorised user at his address in the Register. Any notice given by the authorised user to the Proprietor shall be deemed to have been duly given if forwarded through the post by prepaid letter addressed to the Proprietor at Director of Tea Foundation, Tea Board, 5th Floor, 14, B.T.M. Sarani (Brabourne Road), PO Box NO 2172, Calcutta 700 001, India.

SCHEDULE I

The following areas within the District of Darjeeling in the State of West Bengal, India;

- I. hilly areas of Sadar sub-division
- II. hilly areas of Kalimpong sub-division
- III. Kurseong sub-division excluding the areas in the District of Darjeeling Authority's Jurisdiction List numbered 20, 21, 23, 24, 29, 30 and 33. These areas are non-hilly areas of the Kurseong sub-division which are not capable of producing tea of the requisite standard.

SCHEDULE II

1. Alloobari
2. Ambiook (Hilton)
3. Arya
4. Avongrove
5. Ambootia
6. Badamtam
7. Barnesbeg
8. Bannockburn
9. Balasun
10. Chongtong (Sirisi)
11. Chamong
12. Castleton
13. Dhajea
14. Dooteriah
15. Dilaram
16. Edenvale
17. Ging
18. Gielle
19. Glenburn
20. Gopaldhara
21. Goomtee
22. Giddapahar
23. Gyabaree & Millikthong
24. Happy Valley
25. Jogmaya
26. Jungpana (Jungpapa Upper)
27. Kalej Valley
28. Kumai (Snowview)
29. Lingia
30. Liza Hill
31. Longview (Highlands)
32. Lopchu
33. Margaret's Hope
34. Marybong
35. Mim
36. Mission Hill
37. Moondakotee
38. Mohan Majhua
39. Makaibari
40. Mullotar
41. Mahalderm
42. Monteviot
43. Nagri
44. Nagri Farm
45. North Tukvar
46. Narbada Majhua
47. Nurbong
48. Namring & Namring (Upper)
49. Oaks
50. Okayti
51. Orange Valley
52. Pandam
53. Pashok
54. Phoobsering
55. Poobong
56. Pussimbing (Minzoo)
57. Phuguri
58. Rangaroon
59. Ringtong
60. Risheehat
61. Rohini
62. Runglee Rungliot
63. Rungmook/Cedars
64. Rungneet
65. Samabeong
66. Selimbong (Rongbong)
67. Soom
68. Singtom
69. Steinthal
70. Sungma
71. Selim Hill
72. Singbulli
73. Sivitar
74. Springside
75. Soureni
76. Singell
77. Sepoydhoorah (Chamling)
78. Seeyok (Spring Valley)
79. Tukvar (Puttabong)
80. Tumsong
81. Turzum
82. Tindharia
83. Thurbo
84. Tukdah
85. Teesta Valley
86. Upper Fagu
87. Vah Tukvar

SCHEDULE III

ANNUAL LICENSE FEE TO BE PAID BY OVERSEAS BUYERS & RETAILERS.

One time registration	USD 50
Annual fee	One US cent per kilo of tea purchased

License fee shall be paid at the current rate of One Kilogram of Unit Price of Darjeeling Tea.

License Fees shall be paid to the proprietor at the beginning of each year in anticipation of the expected quantities to be sold by the User. A regularisation shall occur at the end of each, year to adapt the amount of paid fees based on expected quantities to the due amount of fees based on actually sold quantities, as the case may be.

License fees may also be paid in local currencies equivalent to US Dollars.

License fees may be revised upward depending on fluctuations in international currencies and Whole Sale Price Index and Consumer Price Index in India.