#### Government of Karnataka

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State Bank of Mysore

Registration & Stamps Department Samuel Comment of the goly) has been pald towards Karnataka Stamp duty by Certified that a sum of Rs 50/ Rupers Fifty residing at M.G.ROAD BR. 006 EBANGALORE-560 001. Authorised Agent to collect

IPR ASSIGNMENT AGREEMENT

FOOD FRODUCTS This IPR ASSIGNMENT AGREEMENT [hereinafter called the "Agreement"] is made at BANGA le Res on this the 7/1/Rh day of April, 2007.

#### BETWEEN

M/s MTR FOOD PRODUCTS, a partnership having its registered office at 4, 17th Cross, K.R. Road, BSK II Stage Bangalore - 560070, acting through its partners Mr. in P. Sadananda Maiya, Mrs P. Sunanda S. Maiya and Mr. P. Sudarshan Maiya, all residents of Karnataka, India and Mr. P. Sadananda Maiya resident of Karnataka, India (hereinafter collectively referred to as "Assignors" which shall include as relevant their successors, heirs, executors, assigns and administrators as appropriate)

#### AND

M/s MTR FOODS LTD, a Public Limited Company incorporated and registered under the Companies Act, 1956 having its registered office at 4, 17<sup>th</sup> Cross, K.R. Road, BSK II Stage Bangalore - 560070, represented by its Director, Mr. Kjell Sundsli, (hereinafter referred to as the "Assignee" which expression shall include its successors and assigns)

For M.T.R. FOODS LTD.



# Government of Karnataka

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WHEREAS, Assignors are co-owners of the trade name and trade mark "MTR" (hereinaster "MTR") together with other parties who are all signatories to the Agreement (hereinaster said "Agreement") dated 5<sup>th</sup> February, 2007 executed between the all the owners of MTR by which these owners had all agreed to restrict the use of "MTR" in their respective fields such that the Assignors would make use "MTR" exclusively for their business in terms set forth in the said Agreement annexed hereto as Annexure A (hereinaster "Food Business").

WHEREAS, in mutual consideration thereof and on account of the said Agreement, signatories thereto have agreed not to compete in their respective lines of business.

WHEREAS, Assignors in exercise of their exclusive right granted pursuant the Agreement have applied for registration of some trademarks as set forth in the said Agreement (hereinafter "Trademarks").

WHEREAS, Assignors desire to confer (a) all of the co-owned rights to use "MTR" in the Food Business (b) the "Trademarks" and (c) its non-compete rights under the Agreement to the Assignee in terms set forth hereunder.

NOW, THEREFORE, in consideration of the premises and the mutual covenants expressed herein, and intending to be legally bound, the parties agree as follows:

In consideration of the mutual premises and promises and covenants herein stated and other valuable consideration the receipt and adequacy of which is hereby acknowledged, the Assignors as beneficial owners hereby assign, transfer and convey to Assignee absolutely and forever:

For M.T.R. FOOD PROPINGIO

Padner

For M.T.R. FOODS LTD.



(d) Assignors undertake that they shall perform all reasonable acts, deeds, and things as may be requisite, necessary or prescribed by law to register and secure the ownership of the Trademark in favour of the Assignee.

Assignors acknowledge that the Rights shall be held and enjoyed by Assignee as fully and entirely as they could have been held and enjoyed by the Assignors had this assignment, transfer and conveyance not been made.

- 2. The consideration for the assignment of all Rights shall be the sum of Rs. 345 000 000 (Rupees three hundred and forty five million only) receipt and sufficiency whereof is acknowledged by the Assignors.
- 3. The Assignors hereby jointly and severally represent and warrant that except as stated in the said Agreement:
  - (a) They are the exclusive owners of the Trademarks and no rights or equity of any third party is prejudiced as a result of the ownership or use by either of Assignors or any of their assignees including the Assignee of the Trademarks. There is no litigation or any other disputes arising from or relating to the Trademarks.
  - (b) The Assignors have unrestricted and enforceable exclusive right to use the Trademark and trade name MTR for the Food Business without recourse to or objection from any party whatsoever.

    For M.J.R. FOOD PRODUCTS

Partner

For M.T.R. FOQDS LTD.



- (c) The Assignors have enforceable and unrestricted non compete rights accruing in their favor in respect of the Food Business conferred on the Assignors by other signatory parties to the Co-ownership Agreement, and parties claiming through them.
- (d) The Assignors are not restricted in their ability to assign all of the Rights to the Assignees, have full authority and have obtained all consents and approvals necessary under applicable law and from all other third parties to execute and perform all their obligations under this Agreement, and there exists no contract or law which shall restrict the unfettered assignment of the Rights hereto.
- 4. From the date of execution hereof, Assignors undertake that they shall not, and shall not suffer any other person to:
  - (a) engage in any action that will be detrimental to the validity of the Trademarks or otherwise prejudice or limit the Assignees acquisition, control or exercise of its Rights hereunder; or
  - (b) engage in any act that impairs Assignées ability to transfer all of the Trademarks to its name pursuant applicable law and procedure and in this regard, shall execute, acknowledge and deliver all documents and do all things that Assignee may request in order to establish, maintain and safeguard all rights of ownership in and to the said Trademark.

For M.T.R. FOOD PRODUCTS

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For M.T.R. FODDS LTD.



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- The Assignors shall indemnify the Assignee, their respective directors, 5. officers and employees (the "Indemnified") and hold them harmless, and keep them at all times fully indemnified and held harmless from and against, all actions, proceedings, claims, liabilities (including statutory liabilities), penalties, demands and costs (including reimbursement of any loss suffered by the Indemnified and their legal costs), awards, damages, losses and/or expenses ("Claims") made by third parties arising directly or indirectly as a result of any breach or non-performance by the Company of any of its undertakings, warranties or obligations under this Agreement or arising out of legal claims made by third parties relating to the ownership of the Trademarks of the Company.
- The interpretation and construction of this Agreement, and all matters relating 6. hereto, shall be governed by the Laws of India applicable to agreements executed and to be performed solely within India. All disputes and differences between parties arising out of or in relation to this Assignment Agreement shall be finally settled by arbitration under and in accordance with the Indian Arbitration and Conciliation Act 1996 ("Rules") by three arbitrators. The place of arbitration shall be Bangalore.
  - Any amendment and supplement of this Agreement shall come into 7. (a) force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this

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Partner

For M.T.R. FORDS LID.



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(b) This Agreement shall be binding on and ensure to the benefit of the Parties and their permitted successors and assigns.

• 1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers or representatives as of the date first above written.

**ASSIGNORS** 

For M.T.R. FOOD PRODUCTS

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Partner

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ASSIGNEE

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Government of Karnataka

Registration & Stamps Department

snsp/c100/09-10 No. 180405

State Bank of Mysore

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Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by

MTR FOODS PVT. LTD.

G. ROAD (40006) Br.Name: BANGALORE

Date

behalf of Gov**ChichMaha9**Rlink M G Road Br., Bangaiore-1

#### **DEED OF ASSIGNMENT**

THIS DEED OF ASSIGNMENT of Trademark made and executed on this the day of 04th Day of September 2009 at Bangalore

By

M/s. M.T.R. Food Products,

a partnership firm having its office

at 4, 17<sup>TH</sup> Cross, K R. Road,

B. S. K. 2nd Stage, Bangalore, 560070

represented by its partner Smt. Sunanda S. Maiya

And

Shri P. Sadananda Maiya and Shri P. Sudarshan Maiya

S/o Shri. P.Sadananda Maiya

S/o Late Shri. P.Y.N.Maiya R/o #342, 1B, Main Jayanagar

R/o. #342, 1B Main, Jayanagar

7th Block, Bangalore.

7<sup>th</sup> Block, Bangalore

(hereinafter referred to as the "ASSIGNORS") of the ONE PART.

IN FAVOUR OF

M/s. M. T. R. Foods Private Ltd

a Company incorporated under the

Companies Act, 1956 and having its registered

Office at No. 4, 17<sup>TH</sup> Cross, K R. Road, B. S. K. 2nd Stage, Bangalore, 560070 Represented by its Director and Authorised

Signatory, Sri. Sanjay Sharma

(hereinafter referred to as the "ASSIGNEE") OF THE OTHER PART.

The terms "ASSIGNORS" and "ASSIGNEE" shall mean and include their respective successors, legal representatives, attorneys, agents, assigns etc.

AND WHEREAS the ASSIGNORS herein have been carrying on business of manufacture and sale of food products and other goods enumerated in Trade Marks Act, 1999.

For MTR FOOD PRODUCTS For MTR FOOD PR

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PARTNER

FOR MTR FOOD

FOR MIR FOODS PVT. LTD.

Government of Karnataka

Registration & Stamps Department

Certified that a sum of Rs. 100/- (Rupees One Hundred only) has been paid towards Karnataka Stamp duty by

Sri/Smit.

MTR FOODS PVT. LTD.

S/d/w/o

residing at

For STATE BANK OF MYSORE

Authorised Agent to collect stamp duty on behalf of Government of Karnataka

Date:

WHEREAS the ASSIGNORS during the course of their business have adopted trademark "MTR" and other trade marks logos/trade marks/slogans etc, and have obtained registration in various classes of Trade Marks Act, 1999 and the details of the registrations so obtained by the ASSIGNOR, which are valid and subsisting, are mentioned in the SCHEDULE A hereunder.

WHEREAS the antecedent status and sources of title to assignors' rights respecting certain Trade Marks constituting or part of or included in this Assignment are set out in the Agreement and Memorandum dated 5<sup>th</sup> day of February 2007 made and executed by and between the Assignor on the one hand and certain other previous joint owners on the other; the same may be read as part thereof.

WHEREAS the ASSIGNOR have filed various applications for registration of Trade Marks and Service marks before the Trade Mark Registry, which are under consideration of the Trade Marks Registry at Chennai and which are more particularly mentioned in SCHEDULE 'B' hereunder.

WHEREAS trade marks mentioned in Schedules 'A' & 'B' hereunder are hereinafter jointly called the "Schedule Trade Marks."

WHEREAS the ASSIGNEE is carrying on business of manufacturing and marketing of food products and other goods and services and approached the ASSIGNORS for assignment of Schedule Trade Marks along with the goodwill of the business.

AND WHEREAS the ASSIGNORS in pursuance of agreement dated 3<sup>rd</sup> April 2007 has agreed that in consideration of the covenants hereinafter contained and on the part of the parties hereto be observed and performed, to assign and transfer to the ASSIGNEE all the benefits, titles, interests and rights including the common law rights in the Schedule Trade Marks along with the goodwill of the business relating to the said goods bearing the Schedule Trade Marks and accordingly, the ASSIGNEE is deemed to be the proprietors of Schedule Trade Marks.

For MTR FOOD PRODUCTS

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PARTNER

For MTR FOOD PRODUCTS

Director

MTR FOODS PVT. LTD.

PARTNER

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## NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THERETO AS FOLLOWS:

- 1. The consideration agreed between the parties herein for the assignment of the Schedule Trade Marks along with the goodwill of the business is Rs.34.50,00,000/-(Rupees Thirty Four Crore Fifty Lakh Only) which the ASSIGNEE has already paid to the ASSIGNORS, the receipt of which the ASSIGNORS hereby acknowledges.
- 2. In consideration of the payment of Rs. 34.50,00,000/- (Rupees Thirty Four Crore Fifty Lakh Only) made by the ASSIGNEE to the ASSIGNORS, the receipt of which is acknowledged by the ASSIGNORS and the mutual covenants and obligations herein given and undertaken by and between the Parties hereto, the ASSIGNORS as the owner DOTH HEREBY ASSIGN AND TRANSFER unto the ASSIGNEE the Schedule Trade Marks along with all the proprietary rights including common law rights, titles, interests and benefit in and to the Schedule Trade Marks and the goodwill of the business relating to the goods bearing the Schedule Trade Marks, absolutely and for ever.
- 3. The ASSIGNORS jointly and severally warrant as under:
  - (a) that the ASSIGNORS have good title and rights to claim to be the proprietors of the Schedule Trade Marks and that the ASSIGNORS are not aware of any other claim which may inhibit the use of the said trademarks and/or affect the said trademarks nor have the ASSIGNORS charged or encumbered the same.
  - (b) that the ASSIGNORS have unrestricted and enforceable exclusive right to use the Schedule Trade Marks in relation to their business without recourse to or objection from any party whatsoever and there is no litigation or any other disputes arising from or relating to the Schedule Trade Marks.
  - that the ASSIGNORS are not restricted in their ability to assign all of the rights to the ASSIGNEE, have full authority and have obtained all consents and approvals necessary under applicable law and from all other third parties to execute and perform all their obligations hereunder and there exists no contract or law which shall restrict the unfettered assignment of Schedule Trade Marks hereto.
- 4. From the date of execution hereof, the ASSIGNORS undertake that they shall not, and shall not suffer any other person to:

engage in any action that will be detrimental to the validity of the Schedule Trade Marks or otherwise prejudice or limit the ASSIGNEE'S acquisition, control or exercise of its rights hereunder; or

For MTR FOOD PRODUCTS OOD PRODUCTS OF MTR FOODS PVT. LTD.

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- (b) engage in any act that impairs ASSIGNEE'S ability to transfer all of the Schedule Trade Marks to its name pursuant applicable law and procedure and in this regard, shall execute, acknowledge and deliver all documents and do all things that ASSIGNEE may request in order to establish, maintain and safeguard all rights of ownership in and to the Schedule Trade Marks.
- 5. The ASSIGNORS further covenant that the ASSIGNORS will do or cause to be done all such acts, deeds, matters and/or execute all documents, papers, forms and authorisations and depose to or swear to all declarations or oaths which may be necessary for securing, completing or absolutely vesting the entire rights, titles, benefits and interests in the Schedule Trade Marks in the ASSIGNEE. The ASSIGNORS further assign all rights of action in relation to any violation, falsification or passing off of the Schedule Trade Marks by third parties from the date hereof, to the ASSIGNEE.
- 6. The ASSIGNORS further covenant that the ASSIGNEE shall have and enjoy quietly absolute possession of the Schedule Trade Marks without any sort of interruption, interference or disturbance in any manner whatsoever by the ASSIGNORS or any person claiming under or through or in trust of the ASSIGNORS.
- 7. The ASSIGNORS agree and undertake that they shall, from the date of execution hereof and in future, not use the Schedule Trade Marks and/or any other mark deceptively similar in any manner whatsoever to the Schedule Trade Marks being the subject matter of the said trademark applications, in respect of the goods for which the said trade marks have been used by the ASSIGNORS and/or in respect of the goods for which the said trademarks have been registered,.
- 8. The ASSIGNORS shall indemnify the ASSIGNEE, its respective directors, officers and employees (the "Indemnified") and hold them harmless, and keep them at all times fully indemnified and held harmless from and against, all actions, proceedings, claims, liabilities (including statutory liabilities), penalties, demands and costs (including reimbursement of any loss suffered by the Indemnified and their legal costs), awards, damages, losses and/or expenses ("Claims") made by third parties arising directly or indirectly as a result of any breach or non-performance by the Assignors or any of their undertakings, warranties or obligations hereunder or arising out of legal claims made by third parties relating to the ownership of the Schedule Trade Marks
- 9. The interpretation and construction of this Deed of Assignment, and all matters relating hereto, shall be governed by the laws of India applicable to agreements executed and to be performed solely within India. All disputes and differences between parties arising out of or in relation to this Deed of Assignment shall be finally settled by arbitration under and in accordance with the Indian Arbitration and Conciliation Act 1996 ("Rules") by three arbitrators. The place of arbitration shall be Bangalore, and the language of arbitration shall be English.

For MTR FOOD PRODUCTS

PARTNER

or MTR) FOODS PVT. LTL

Partner

Director

- Any amendment and supplement of this Deed of Assignment shall come into force 10. only after a written Addendum to the Deed of Assignment is signed by both parties. The Addendum duly executed by both parties shall form part of this Deed of Assignment and shall have the same legal effect as this Deed of Assignment. This Deed of Assignment shall be binding on and enure to the benefit of the Parties and their permitted successors and assigns.
- It is mutually agreed between the parties that all cess, tax, stamp duty, fee etc., to be 11. incurred in connection with assignment of the Schedule Trade Marks shall be borne exclusively by the ASSIGNEE and no part of expenditure shall be passed on to the ASSIGNORS.
- All expenses in respect of assignment of Schedule Trade Marks shall be borne by the 12. ASSIGNEE and no part of expenditure in this regard shall be charged to the ASSIGNORS.

IN WITNESS WHEREOF the parties have set their hands on the date, month and year first mentioned above.

WITNESSES

(PRATHENI RASH PAOB)

No. 3964, 3778 Halm, K.R. Rowb, BSKII Stage

Bangalore - 560070.

for MTR Food Products

For MTR FOOD PRODUCTS

PS-esrye (P. Sunanda S. Maiya)

**Partner** 

P. Sadananda Maiya P. Sudarshan Mai

PARTNER

NGMORE-70.

for MTR Foods Private Ltd. FOR MTRIFOODS PVT. L

**Director and Authorised Signatory** 

ASSIGNEE

#### **SCHEDULE-A**

#### **DEED OF ASSIGNMENT**

#### MTR TRADEMARK Logo



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ANNEXURE - A
NAME OF M/S MTR FOOD PRODUCTS

NAME OF M/S. MIR FOOD PRODUCTS				
Sl.	TRADEMARK	LANGUAGE	TM	CL
]			NO	
No.				
1	MTR - WORD ®	ENGLISH	758316	16
2	MTR - WORD®	ENGLISH	758318	30
3	MTR - WORD®	KANNADA	758319	32
4	MTR - WORD ®	ENGLISH	758320	32
5	MTR - WORD ®	ENGLISH	758321	31
6	MTR - WORD ®	KANNADA	758322	03
7	MTR - WORD ®	KANNADA	758323	05
8	MTR - WORD ®	KANNADA	758324	16
9	MTR - WORD ®	KANNADA	758325	01
10	MTR - WORD ®	ENGLISH	758327	01
11	MTR - WORD ®	ENGLISH	758328	29
12	MTR - WORD®	KANNADA	758334	31
13	MTR - WORD ®	KANNADA	758339	30
14	MTR - WORD ®	KANNADA	758340	29
15	MTR -WORD ®	ENGLISH	758343	03

FOR MTR FOOD PRODUCTS FOR MTR FOODS PVT. LTD.

For MTR FOOD PRODUCTS

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PARTNER

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16	MTR - WORD®	ENGLISH	758344	05
17	Pure and Perfect MTR Since 1924-label ®	English	1336830	01
		English	1336831	03
18	Pure and Perfect MTR Since 1924-label ®	l	1336832	05
19	Pure and Perfect MTR Since 1924-label ®	English		
20	Pure and Perfect MTR Since 1924-label ®	English	1336833	16
21	Pure and Perfect MTR Since 1924-label ®	English	1336834	29
22	Pure and Perfect MTR Since 1924	English	1336835	30
23	Pure and Perfect MTR Since 1924	English	1336836	31
24	Pure and Perfect MTR Since 1924-label ®	English	1336837	32
25	MTR RASAM POWDER-label	English	1342701	30
26	MTR KAJU BURFI-label®	English	1342703	30
27	MTR SAMBAR POWDER-label®	English	1342705	30
28	MTR INSTANT MURUKU-label®	English	1342708	30
29	MTR INSTANT RAVA DOSA-label®	English	1342710	30
30	MTR VANGI BATH POWDER-label®	English	1342712	30
31	MTR GARAM MASALA-label®	English	1342714	30
32	MTR PULIOGARE POWDER-label	English	1342716	30
33	MTR INSTANT MIX CHOCOLATE BURFI-	English	1342718	30
	label®	P - 1:-I-	1040700	30
34	MTR INSTANT MIX DOSA-label®	English	1342720	30
35	MTR INSTANT MIX APPAM®	English	1342722	
36	MTR INSTANT MIX JILEBI-label®	English	1342723	30
37	MTR PAV BAJI MASALA-label®	English	1342724	30
38	MTR INSTANT MIX PUTTU-label®	English	1342725	30
39	MTR INSTANT MIX UPMA-label®	English	1342726	30
40	MTR INSTANT MIX KHAMAN DHOKLA- label	English	1342727	30
41	MTR INSTANT MIX DHOKLA-label®	English	1342728	30
42	MTR INSTANT MIX PAYASAM KEER-label®	English	1342729	30
43	MTR INSTANT RASASM MIX-label®	English	1342730	30
44	MTR INSTANT MIX VADA-label®	English	1342731	30
45	MTR INSTANT MIX GULAB JAMUN-label®	English	1342732	30
46	MTR INSTANT MIX UTTAPPAM-label	English	1342735	30
47	MTR BADAM FEAST-label-label ®	English	1342736	30
48	MTR INSTANT MIX VANILA BURFI -label ®	English	1342737	30
49	MTR PULAO Masala	English	1342739	30
50	MTR READY TO EAT-label ®	English	1359177	30
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FOR MTR FOODS PVT. LTD.

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51	MTR MADRAS SAMBAR POWDER-label ®	English		
52	MTR POTATO SAGO MASALA-label®	English	1359179	30
53	MTR CHILLI POWDER-label-label®	English	1359180	30
54	MTR CHUTNEY POWDER-label®	English	1359181	30
55	MTR INSTANT SAMBAR MIX®	English	1359182	30
56	MTR STRWABERY SUNDAE-label	English	1359183	30
57	MTR BADAM DRINK-label®	English	1361697	30
58	MTR TRIPLE SUNDAE-label ®	English	1361698	30
59	MTR BON BON-label ®	English	1361699	30
60	MTR INSTANT MIX UPMA-label®	English	1405333	30
61	MTR just a minute lemony-label®	English	1451959	29
62	MTR FOODS®	English	1453733	29
63	MTR FOODS®	English	1453736	32
64	MTR INSTANT MIX RICE IDLI-label	English	1342734	30
65	MTR just a minute tangay-label	English	1451958	29
66	MTR FOODS	English	1453734	30
67	MTR FOODS	English	1453735	31

For MTR FOOD PRODECT TOTAL FOOD PRODUCTS

Partner PARTNER

PARTNER

FOR MTR FOODS PVT. LTD.

	List of 'Vessel' Logos					
Sl. No.	TRADEMARK	LANGUAGE	T M NO	CL		
1	MTR-LOGO - with utensils since 1924 ®	ENGLISH	758326	32		
2	MTR-LOGO - with utensils since 1924 ®	ENGLISH	758329	01		
3	MTR-LOGO - with utensils®	ENGLISH	758330	03		
4	MTR-LOGO - with utensils since 1924 ®	ENGLISH	758331	16		
5	MTR-LOGO - with utensils since 1924 ®	ENGLISH	758332	05		
6	MTR-LOGO - with utensils since 1924	ENGLISH	758333	29		
7	MTR-LOGO - with utensils since 1924 ®	ENGLISH	758341	31		
8	MTR-LOGO - with utensils since 1924 ®	ENGLISH	758342	30		
9	M T R VERMICILLI PAYASAM	ENGLISH	815096	30		
10	M T R VERMICILLI IDLI MIX®	ENGLISH	815097	30		
11	MTR instant RICE idli MIX®	ENGLISH	815098	30		
12	M T R JEERA POWDER -label	ENGLISH	815099	30		
13	M T R RAVA IDLI MIX-label ®	ENGLISH	815100	30		
14	MTRDOSA MIX-label ®	ENGLISH	815101	30		
15	MTR VADA MIX®	ENGLISH	815102	30		
16	MTR SOFTEE ICE CREAM-label	ENGLISH	971619	30		
17	M T R CHILLI POWDER-label	ENGLISH	815103	30		
18	M T R GULAB JAMUN MIX-label	ENGLISH	815104	30		

For MTR FOOD PRODE TO THE FOOD PRODUCTS FOR MTR FOODS PVT. LTD.

Partner PARTNER Director