

LETTER OF INTENT

Sr. No	HEADS	PARTICULARS
1	Name of Lessee	Bestview Infracon Limited
2	Represented by	Manish Jaiswal/ Parag Dimri
3	Registered Office Address of the Lessee	201-212, Splendour Forum, 2 nd Floor, Jasola District Centre, New Delhi-110025
4	Email id	Manish.jaiswal@eldecoproperties.com parag.dimri@eldecoproperties.com
5	Name and Address of Sub-Lessee.	The Dining Room – Rose Cafe, f-227 lane w-5b Sainik farms , New Delhi 10062 Represented by Partners: Mrs Sarita Ahuja D/O Shyam Sundar Dugal & Ms. Tarini Ahuja d/o of Sharad Ahuja
6	Brand	Rose Café
7	Detail Address of Building in which Premises is situated.	Eldeco Centre, Malviya Nagar, New Delhi (next to Malviya Nagar Metro Station)
8	Details of Premises Area	<ul style="list-style-type: none"> • Covered Area 1335 sqft on Floor • Gross Leasable Area 2077sq ft • Compliance shall be indemnified by the sub lessee. • Any changes in measurement of Premises will be incorporated in the lease deed, accordingly. • Location of Premises is highlighted in yellow colour in the plan given at Annexure A <p>*Covered Area shall mean area inclusive of the area under the periphery walls, area under columns and walls within the Proposed Area, half of the area of the wall, in case common with other adjoining area"</p>

For Best View Infracon Ltd.

Authorized

For The Dining Room Rose Café

Sarita Ahuja
Parag Ahuja
Partner

9	Proposed Nature of Document	Rent Agreement
10	Tenure	9 years
11	Lock in Period	3 Years
12	Notice Period (Post expiry of Lock In Period)	3 months
13	Indicative Date of offer of Possession of the Premises (fit out date).	By 1 st November, 2022.
14	Rent Commencement Date	Post fitout period First 3 months on pure revenue share basis Mg / revenue share post three months of start of commercial operations
15	Rent Free Period	Two months from the date of CC / OC received for the project or commencement of business, whichever is earlier. Sub Lessee shall undertake interior work as per applicable laws.
16	Rent/Revenue Share	The amount payable every month will be either Revenue Share or Minimum Guarantee (MG), which ever is the higher of the two, as calculated below: Revenue Share <ul style="list-style-type: none"> 15% of the monthly Net Sale. Net Sales shall for the purpose of this agreement shall be calculated after deducting GST, service tax, or any other tax imposed by the government and Service Charges from the Gross Sale Minimum Guarantee ("MG") <ul style="list-style-type: none"> Rs 250/- perSq Ft on covered area

For Best view Information Limited

Authorised Signatory

For The Dining Room Rose Café

Sanjay Singh
Yashvi Arora
 Partner

17	Automated Daily Sales Report (ADSR)	Sub-Lessee shall provide monthly sales reports by 2 nd of each month, for the past month, to enable accurate computation of the Monthly Rent/Revenue Share.
18	Interest Free Refundable Security Deposit and CAM security deposit (Equivalent to initial six months)	<p>Rent and CAM Security Deposit Rs 25,00,980/-</p> <p>Payment Schedule:</p> <ul style="list-style-type: none"> • On LOI signing – Rs 6,67,500 (2 months of Rent) & Rs 1,66,160/- (2 months of CAM) • On Lease Agreement signing Rs. 6,67,500 – (2 months of rent) & Rs 1,66,160/- (2 months of CAM) • On handover Rs. 6,67,500 – (2 months of rent) & Rs 1,66,160/- (2 months of CAM)
c	CAM Charges	<ul style="list-style-type: none"> • Rs40 per sq. ft per month applicable on GLA (2077 sq ft) <p>The Operating hours would 11 AM to 1 AM.</p>
20	Chilled Water Supply	<ul style="list-style-type: none"> • The Sub Lessee shall make payment for chilled water supply, as per rates finalised by Lessee and in accordance with the BTU metre readings or fixed monthly rate agreed to between the Lessee and Sub lessee. • The cost of BTU meter and its installation shall be borne by Sub Lessee. Same shall be removable by the Sub lessee (provided all its dues are up to date) on termination/expiry of the Lease Agreement
21	Utilities (Electricity, Water, Gas) connection charges	Cost of providing utilities i.e Electricity, Gas and Water will be borne by the Lessee till the distribution point within the Premises. Cost from distribution point

payment	<p>to the Premises of the Sub Lessee will be borne by the Sub Lessee.</p> <p>Electricity</p> <ul style="list-style-type: none"> Electricity unit rates (fixed and variable) shall be chargeable, as per prevailing rate, as may be notified by service provider from time to time. Electricity load of approximately 30KW (Sub Lessee will confirm exact peak load to be captured in the main lease agreement) KW shall be provided by Lessee at one point in the Premise. Sub Lessee shall make payment of electricity refundable security deposit to the Lessee @ Rs. 20,000/- per KW/KVA prior the possession of the premises. This electricity deposit amount will be refundable on termination/expiry of the lease agreement, provided sub lessee dues as per the lease are, up to date. <p>Gas (In required)</p> <p>a. IGL infrastructure laying cost/deposit from a common point at site to the lessee within the premises, meter and consumption charges, according to the reading recorded by the metre and other direct expenses as per the rate of service provider is going to be borne by Sub Lessee.</p> <p>Water (if required)</p> <ul style="list-style-type: none"> Sub Lessee shall pay water connection, meter and consumption charges as per the cost, rate as finalized by DJB from time to time on actual
---------	--

For Best View Intercom Limited

Auth:

For The Dining Room Rose Café

Sanjay Arora
Sanjay Arora
 Partner

		<p>basis.</p> <ul style="list-style-type: none"> Only Space for RO plant will be provided by Lessee. <p>Others (if required)</p> <ul style="list-style-type: none"> Lessee will provide a common point for connection of exhaust and fresh air ducts on the same floor at the junction of premises of Sub Lessee. Sub Lessee will install Exhaust and Fresh air units in their premises
22	Charges during Rent Free period, and during the term.	<p>During the Rent Free Period and thereafter the Sub-Lessee shall pay the electricity (Grid/DG) and water fixed and variable charges. Any delay in payment, shall attract interest charges @ 18% per annum for the delayed period. During fitouts as overall site is also under construction, hence Sub - lessee shall pay electricity and water charges as per actuals without using any other facility other than overall security of the place. Hence CAM will start post commencement of commercial operations or post expiry of fitout period, whichever is earlier.</p>
23	Date of Payment of Rent.	<ul style="list-style-type: none"> Rent for a particular month is payable in advance by the 7th of the month by way of MG. In case the actual rent/Revenue share is higher than the MG then the invoice for the differential amount will be raised by the Lessee by the 10th of the subsequent month. The Sub Lessee shall pay the same to the Lessee by the 15th. This cycle will be repeated every month. The mode of payment will be

		<p>RTGS/ NEFT. Any delay in payment shall attract interest charges @ 18% per annum for the delayed period.</p> <ul style="list-style-type: none"> The Revenue Share amount for each month shall be computed and reconciled every month by the Sub-Lessee and the Lessee on the basis of monthly sales report. The Revenue Share amount shall further be computed and reconciled once at the end of every financial year on the basis of audited sales report by auditor within 30 (thirty) days of the end of that financial year.
24	Date of Payment of CAM, Water, Chilled water supply, DG units consumption Charges	10 th day of succeeding/advance month subject to raising of invoice.
25	Mode of Payment	RTGS/ NEFT
26	Goods & Services Tax on Rent & CAM	To be borne by Sub-Lessee
27	Municipal Tax on the Premises including property tax	To be borne by Lessee
28	Obligation/scope of work of the Lessee	<ul style="list-style-type: none"> Provision of utilities such as electricity, water and gas at one dedicated point out. Cabling cost from Sub Distribution Building Electric panel to Premises, is going to be paid by the Sub-lessee . The Lessee shall provide daily supply of ----- (exact consumption calculation to be

For Best View Infocorn Limited

For The Dining Room Rose Café

Handwritten signature

Handwritten signature
Partner

		<p>defined in final agreement) litre water per day.</p> <ul style="list-style-type: none"> • Basic infrastructure of firefighting at a dedicated point outside the premises and water pipes at the ceiling level within the premises • Provision of 100% power backup ; • The fire-fighting NOC of the structure of the Building shall be obtained by Lessee. • Lessee shall provide STP in the Building. •
29	Obligation of Sub Lessee	<ul style="list-style-type: none"> • To strictly follow laws related to running of Restaurant/eating House/Cafe • All compliance related to operation of the Eating House/Café/Restaurant from the Premise shall be undertaken by Sub Lessee at its own cost and efforts. • The Fire Fighting NOC for running the Cafe in the Premises shall be obtained by Sub Lessee at its own cost
30	Signage	<p>Signage of brand name "Rose cafe" shall only be allowed on the location/s, as may be proposed by the Lessee. The Lessee shall additionally provide a common space for all brands where signage can be put. Installation, material cost or any tax/fee/charges payable on the signage/s, shall be borne by Sub Lessee.</p>

For Rest View

Authorised Partner

For The Dining Room Rose Café

Sanjay W

Sanjay W
Partner

31	Insurance	<p>The Lessee will maintain at its own cost a comprehensive Insurance policy, insuring only the main building against fire, natural calamities like earthquake, flood, storm, riots etc.</p> <p>The Sub- Lessee undertakes to insure the interior/fit out/stocks inside the Premises including the third party claim/s, at its own cost and the Lessee will be in no way responsible or liable for any loss or damage to merchandise, furniture, fixtures or equipment of the Sub-Lessee due to any reason whatsoever.</p>
32	Assignment right	No Assignment Right.
33	Representation of Lessee	<ul style="list-style-type: none"> • The lessee is fully entitled to grant the proposed lease of the Premises and to sign this LOI; • There are no actions, suits, investigations, acquisition or other proceedings pending or threatened in respect of the Premise or the land where the Premise is situated; • There is no unauthorised construction on the Premise
34	Representation of Sub Lessee	<ul style="list-style-type: none"> • The Sub lessee is fully entitled to sign this LOI; • There are no actions, suits, investigations, acquisition or other proceedings pending or threatened against Sub Lessee for entering into this LOI.
35	Termination	<ul style="list-style-type: none"> • The Sub Lessee can terminate the lease by giving 3 months' notice to Lessee ,post lock in period; • The lessee may terminate the lease at any time during the term (including lock in period)

For Best View In Person Visit

Authorised Signatory

For The Dining Room Rose Café

Harish Kumar

Partner




		<p>in case of non-payment of Revenue Share/MG for a cumulative period of 2 months despite serving one months' notice to cure the default.</p> <ul style="list-style-type: none"> • Default notice of 1 month required for termination. • The lessee may terminate the lease at any time during the term (including lock in period) in case non-payment of CAM for three months. • The Sub Lessee may terminate the lease any time during the term in case of material breach by the Lessee or occurrence of a force majeure event. • In case of termination of the lease whether by the sub lessee or the lessee, the entire interest free rent and electricity security deposits shall be refunded by the lessee to the sub lessee on the date of termination of such lease after adjusting the amount due and payable by the Sub Lessee as per the understanding.
36	Jurisdiction	Any dispute arising out of or in connection with this LOI shall be under the jurisdiction of the courts of New Delhi only.
37	Modification	No variation, amendment, modification or addition to this LOI shall be effective unless made in writing and signed by the parties concerned.
38	Confidentiality	Each of the parties shall keep all information and other materials disclosed to them by the other party in the course of the proposed

		<p>transaction contemplated by this LOI (the "information") confidential and shall not, without the prior written consent of the disclosing party(s), divulge the information to any other person or use the information other than for carrying out the purposes of this LOI. The provisions of this clause shall be applicable and binding upon the each of the parties, except:</p> <ul style="list-style-type: none"> • To the extent that such information is in the public domain; • In so far as it is disclosed to the employees, directors or professional advisers of any party, provided that such party shall inform such persons of the confidential nature of such information; • To the extent that any of such information was previously known or already in the lawful possession of a party, prior to disclosure by any other party hereto.
39	COVID Clause	<ul style="list-style-type: none"> • If there is any lock down or closure of indoor dining declared by the Central Government or the Government of Delhi (both together hereinafter known as 'Govt'), Sub Lessee shall not be required to pay MG. CAM will be paid at the rate of 50% to ensure continued maintenance of the premises. • If there are any customer capacity restrictions imposed by the 'Govt', MG will be applicable at the rate of 50%. Revenue Share and CAM will be applicable as usual.

40	Stamp Duty, Registration charges, Attorney Fees or any incidental charges	To be borne equally the Lessee and the Sub Lessee.
41	Additional floor construction	The Lessee has informed the Sub Lessee that it shall be raising additional construction on the Property as per the norms for which revised plan will be submitted for approval before concerned authority and Sub Lessee consent to extend its unconditional support in this regard. The Lessee assures that such additional construction will not cause disruption in the day to day business of Sub Lessee from the Premises
42	Validity of LOI	30 days from the date of execution.
43	Consultant	RHMG (C/o, M/s Emajin Corp)

The above terms and conditions are accepted and agreed by the Lessee and the Sub-Lessee and both are intending to enter into a legally binding document/agreement within 30 days from the execution of this LOI which will broadly reflect the definitive terms of binding contract including the terms mentioned above.

We hereby agree and sign this LOI on the 1st Day of november 2022 at New Delhi, in duplicate with one copy each for the Lessee and Sub Lessee.

Lessee Parag Dimri For Bestview Infracon Ltd  For Best View Infracon Limited	Sub-Lessee The Dining Room – Rose Café For The Dining Room Rose Café   Partner
---	--

Authorized Signatory

(Authorised Signatory)	(partners)
------------------------	------------

WITNESSES

Name and Address	Signature
1-	
2-	

For The Dining Room Rose Café

Manu Sharma *Jainendra*
Partner