



Ref No.: AAI/Juhu/Comml/Restaurant/29

Date: 12.09.2024

To,
M/s Briliant Hospitality LLP,
Ground Floor 70/29,
Janardhan Mahatre Road,
Near Juhu Bus depot, Juhu,
Mumbai - 400 049.

Subject: Letter of Intent to Award (LOIA) for License for Running Restaurant cum Hangout format at Juhu Airport (area admeasuring 1200 sqm), Vile Parle (West) Mumbai [E-Tender ID No. 2024 AAI 202913 1].

Sir,

Reference is invited to the proposal submitted by M/s. Briliant Hospitality LLP in response to the E-tender No. 2024_AAI_202913_1 for License for Restaurant cum Hangout format at Juhu Airport, Vile Parle (West), Mumbai, which was opened on 21.08.2024 (Technical Bid) and 23.08.2024 (Financial Bid).

The Competent Authority is hereby pleased to grant the License for Restaurant cum Hangout format at Juhu Airport, Vile Parle (W), Mumbai to M/s. Briliant Hospitality LLP at the designated locations mentioned in the above tender on the following Terms and Conditions: -

1. General:

- 1.1 M/s. Briliant Hospitality LLP shall within 07 days of issue of this letter, return duplicate copy of the LOIA as acknowledgement of the award and submit details of designs/drawings, layout plan and related materials for each of the location as per Appendix 2, 3 & 4 of NIT.
- 1.2 The Concessionaire shall within 15 days of issue of this letter fulfil all the formalities/conditions of award as specified in LOIA.
- 1.3 The Concessionaire shall submit the location plan.
- 1.4 The Concessionaire shall intimate the names of the persons employed by him or going to employ, who are **near relatives** of AAI employees.

2. Concession Term:

The term of concession of this award will be **07 (Seven) Years** with effect from Concession Fee Commencement Date.

3. Concession Fee:

- 3.1 The Concessionaire shall in consideration of the Concession Agreement granted by Authority, pay to the Authority, Concession Fee of Rs. 21,60,000/- (Rupees Twenty-One Lakh Sixty Thousand Only) per month plus applicable Govt. Taxes, subject to 10% annual escalation and the first annual escalation will be applicable after completion of one-year license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. In case extension in gestation period is given due to whatsoever reason, the date of first escalation period shall be reckoned from the original date of commencement of contract (i.e. commencement date had there been no extension in gestation period).

3.2 Advance Licence Fee:

The Concessionaire shall pay one month advance Licence Fee within 15 (Fifteen) Days from the date of issuance of LOIA as given below: -

Details	Amount
Licence Fee	Rs.21,60,000/-
GST @ 18%	Rs.3,88,800/-
Grand Total	Rs.25,48,800/-
(Rupees Twenty Five Lakh Forty Eight Thousand Eight Hundred Only)	

- 3.3 Authority shall raise all bills for the current month on 1st day of month in advance, except true-up and reimbursement of expenditure bills like electricity, water, etc.

The invoices for reimbursement of expenditure like electricity, water charges, etc. for the completed month shall be raised on 5th of succeeding month.

A credit period of 15 days (date of invoice plus 15 days) shall be provided, which is subject to reduction as and when decided by Authority.

Authority shall levy penal interest @12% per annum from the due date (i.e. date of invoice plus 15 days) till the actual date of payment received in Authority's account in the cases concessionaire / agencies settled the invoices after due date but within 90 days (date of invoice plus 90 days) and @ 18% per annum from the due date till the actual date of payment received in Authority's account in the cases concessionaire / agencies settled the invoices after 90 days. In case of part payment made by any agency, same rate of interest on the balance amount of invoices as applicable shall be charged.

- 3.4 The Licensee shall pay all charges towards consumption of electricity and water as may be due as determined by the Authority and at the rate(s) fixed by it from time to time in addition to License Fee. Such charges shall be paid within the date(s) specified in the bill(s). The Licensee shall have to provide his own meter(s) for the purpose, failing which Licensee shall be billed on assessed consumption. In default of payment of said charges, the Authority may without prejudice to its other rights disconnect or cause to be disconnected the water and electricity to the said premises without any notice and the Licensee shall not be entitled to any compensation whatsoever on account of any such disconnection.

- 3.5 The Licensee shall make payment of license fee etc. through RTGS/NEFT only. No cheques shall be accepted in payment of license fee etc.



4 Area:

- 4.1 All designated Restaurant area (bare space), as per sketch indicative locations, as per annexure.
- 4.2 Necessary NOC such as Shop and establishment license, commonly known as Gumasta, Health License, Fire NOC, Electrical department NOC, Society NOC, Police NOC, IOD, CC, Food and Beverage License, State Excise License, FSSAI License (Food Safety and Standard Authority of India), Entertainment license etc. to operate the restaurant has to be taken by the Statutory Authorities and Expenditure incurred for the same borne by the agency. AAI will not bear any liability in this regard.
- 4.3 The licensee shall equip them self with all necessary permits, licenses from Statutory Authorities and such other permissions as may be required under the law in force at any time with regard to the construction and operation of the subject license.
- 4.4 The bare space on "as is where is" basis for the subject service and other expenses of any kind for establishment and rendering of the services shall be incurred by the Licensee. Further temporary construction / renovation / alternation, if any, depends on the several factors such as approval and norms of all Statutory Authorities have to be carried out by the H1 bidder at bidder's cost for restaurant cum hangout, then on the expiry of the license period or on termination of the license by the Authority on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the Premises in good condition and in peaceful manner along with all fixtures, fittings, equipment and installations. Further, Licensee shall remove the movable goods and other materials from the Premises immediately, failing which the Authority reserve its right to remove such goods/materials at the cost and risk of the Licensee and demand payment for such removal. If such payment is not made within 10 days, Authority shall be at liberty to dispose-off the goods/materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
- 4.5 The licensee shall be responsible for the general maintenance of the restaurant cum hangout format at their own cost. The expenditure involved in construction, making fit for occupation and for operation the restaurant cum hangout format area will be borne by the licensee and the occupation will be solely at their risk and responsibility. AAI will not bear any liability in this regard.

5. SECURITY DEPOSIT:

- 5.1 The Licensee shall make Payment of Security Deposit within **15 days** from the date of issuance of LOIA.
- 5.2 The Licensee shall make Performance Security Deposit equivalent to 08 (Eight) Months Concession Fee of the 01st (First) Year to AAI as an interest free Security Deposit. A sum of Rs.1,72,80,000/- (Rupees One Crore Seventy Two Lakh Eighty Thousand only) as Security Deposit in the form of RTGS/NEFT/Bank Guarantee. The Security Deposit in the form of Bank Guarantee only to be issued by Nationalized/Scheduled Bank (Bank Guarantee from Co-operative Banks, even Scheduled Co-operative Banks, shall not be acceptable) in favour of Airports Authority of India, Bank Guarantee having a validity period of 180 days from the date of expiry of contract.



5.3 Electricity Security Deposit: The Licensee shall also liable to make the payment towards security deposit in respect of electricity charges equivalent to 5% of annual license/concession value for the last year subject to minimum deposit of Rs. 10,000/- and a maximum deposit of Rs.10 lakhs. The said security deposit will cover SD towards all types of utilities such as Electricity, Water, etc. if avails from AAI (license fee for the last year may be arrived at by escalating quoted license fees by 10% annually-this escalation is only for calculation of SD towards all types of utilities).

5.4 The Performance Security Deposit and Electricity Security Deposit are collectively referred to as "Security Deposit".

5.5 In the event of revision in Concession Fee, the Concessionaire shall, on pro rata basis, revise the Security Deposit, within a period of 15 (Fifteen) days from the date of such notification of revision in Concession Fee issued by the Authority.

5.6 Letter of understanding from the Depositor to be submitted along with Bank Guarantee to AAI as per Annexure - L of the NIT.

6 Concession Fee Commencement Date:

The Concession Fee Commencement Date shall start after the date of expiry of gestation period or commencement of operation of restaurant cum hangout format whichever is earlier.

7 BUSINESS INCUBATION PERIOD AND GESTATION PERIOD:

7.1 Business Incubation Period shall mean a period of 15 days from the date of issuance of LOIA to the Licensee. The Licensee will be under obligation to complete all the formalities/ conditions of award as will be specified in the LOIA.

7.2 Gestation period shall be 60 Days from the date of handing over of site or after compliance of incubation period, whichever is earlier.

7.3 Restaurant shall be operationalized within 60 days of gestation period.

8 Handing/Taking Over of Sites:

- a) Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.
- b) If the licensee fails to complete the conditions of award which are prerequisite for handing over of site, then the gestation period will be deemed to have commenced on 16th day of issuance of LOIA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all conditions of award.
- c) In case tender process has been completed and successful tenderer has been awarded LOIA, but, concession/ license period of incumbent licensee is not over, then, date of hand over of site should not be later than 7th day of expiry of incumbent license or expiry of business incubation period (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available, the Airport Director in consultation with



concessionaire can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

9 Agreement:

The agreement between the Licensee and AAI shall be completed within 15 days from the date of issuance of LOIA (Stamp Duty & Agreement Registration Fees to be borne by the Licensee). The Licensee shall execute an agreement on non-judicial stamp paper of the state where the airport is situated as per applicable stamp duty and shall be procured by the agency. One copy of recent and of authorized signatory is to be submitted together with agreement of the license.

- 10** All the arrangements to be made operational before commencement of facility.
- 11** All the times during the currency of the license agreement, it shall be the responsibility of the Licensee to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored used in the licensed premises and Authority shall not be responsible for any loss or damage caused to the Licensee on any accounts whatsoever.
- 12** The area shall be used solely for the purpose as specified above and for no other purpose. The area shall be kept and preserved good, clean and sanitary condition to the satisfaction of the Authority. The licensee shall observe and comply with all instructions of Statutory Authorities or Airport Health Officer or any one authorized by him regarding the observance and maintenance of public health in the Premises.
- 13** The Licensee shall not erect or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.
- 14** The Licensee shall use the premises only for the purpose indicated in the agreement and for no other purpose whatsoever.
- 15** The Licensee shall pay all rates, property tax, assessments, out goings, statutory taxes and other taxes as leviable on the Licensee in "Laws".
- 16** The Licensee shall pay Property Tax/Assessments Tax as per the MCGM assessment from time to time for the allotted area from the date of handing over of the tendered area.

17 Set-Off Clause:

In the event of a default or breach in payment of license fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time the fullest extent, with prior notice of 07 (Seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law.



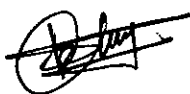
- 18** The Licensee shall employ only such servants as shall have good character and as well behaved and skilful in their business. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of point or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the Authority, before the employment.
- 19** The Licensee, his agents and servants shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the licensee including any rules and regulations made by the Authority, Civil Aviation Department or any other Department of government and or local body or Administration in force from time to time and to the business which the licensee is allowed to carry on under this agreement and to the area in which the said premises are located.

20 FORCE MAJEURE

It is hereby agreed that in the event the tendered Area or any part thereof be destroyed or damaged for reasons beyond the control of the Authority or force majeure conditions including but not limited to act of god, earthquake, adverse government action, tempest, flood, lightning, violence of any army or mob or enemies of the country or by any other irresistible force so as to render the tendered Area unfit for the purpose and the Concessionaire is prevented from using the same for a period of 30 [Thirty]days or more due to any of the above mentioned reasons or due to any action or regulation of any concerned authority then, the Parties shall have an option to terminate this Agreement. In the event due to any reason, licensee is asked to vacate the site, an alternate premises will be licensed by Airport Authority with mutual discussion with the Licensee. Rebate shall not be considered in such a case.

21 Dispute Resolution

- 21.1 All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the AAI ACT, 1994 and the rules framed thereunder which are now enforce or which may here-after come into force are applicable) (the "Dispute") shall be dealt as under:
- 21.2 Through Mediation: All dispute(s), at the first instance, shall be referred to the "Mediation Committee of Independent Experts (MCIE)" or individual mediator for mediation as per "AAI Mediation Policy" and applicable laws. All cost of mediation, shall be borne equally by the parties.
- 21.3 In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through Clause 28.5 within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.



- 21.4 Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement. Once the request of the Party is accepted under Mediation Policy of AAI, the dues of the party shall be treated as disputed for all purposes.
- 21.5 Adjudication through Arbitration: In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para
- 21.6 above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.
- a. When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.
- b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by the Authority, AAI, after obtaining consent of the other party, as per format annexed at Annexure M.
- 21.7 Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.
- 21.8 Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- 21.9 Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.
- 21.10 No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994 as amended by Act 2003.
- 21.11 The venue of such arbitration shall be Juhu Airport and the language of arbitration proceedings shall be English.
- 21.12 Adjudication by Regulatory Authority or Commission
- 21.12.1. In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all disputes arising after such constitution shall, instead of reference to adjudication under this Clause/above clauses, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or judicial court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Laws.

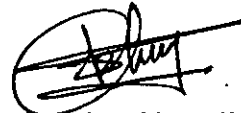


The case shall be referred to the sole Arbitrator by the Chairman/Member/RED of the Authority, subject to the condition that the licensee shall have to deposit 50% of the disputed amount (in the form of BG (Additional bank guarantee with validity of minimum two years from the date of making reference to Arbitration and further extendable) RTGS/ NEFT) with AAI as condition precedent before making reference to the Arbitration for adjudication of dispute.

During the arbitral and Dispute resolution under Mediation proceedings, the licensee(s) shall continue to pay the full amount of license fee/dues regularly as per the award/agreement and perform all covenants of the agreements.

- 22** Upon occurrence of an Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in Applicable Law, be entitled to encash and appropriate the Security Deposit. Upon any encashment and appropriation from the Security Deposit, the Concessionaire shall, within a period of 15 (Fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be. The right of the Authority shall be without prejudice to the Authority's right to terminate this Agreement in accordance of the terms thereof.
- 23** This Letter of Intent to Award (LOIA), NIT conditions shall form part and parcel of the License Agreement.

Yours sincerely,



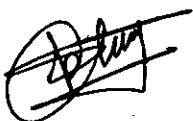
(Shailendra Chaudhary)
Asst. General Manager (E-E / Comml)
For Airport Director
Juhu Airport

1. Airport Director, Juhu Airport, AAI, Mumbai
2. Jt. General Manager (Vig.), RHQ, WR, AAI, Mumbai.
3. Jt. General Manager (Comml.), RHQ, WR, AAI, Mumbai.
4. Asst. General Manager (Finance), Juhu Airport, AAI, Mumbai.
5. Dy. General Manager (Engg. - Civil), Juhu Airport, AAI, Mumbai.
6. Asst. General Manager (Engg. - Elec.), Juhu Airport, AAI, Mumbai.
7. Asst. General Manager (Security), Juhu Airport, AAI, Mumbai.
8. Manager (Fire Services), Juhu Airport, AAI, Mumbai.

APPENDIX: 2

Special Terms & Conditions

1. In case the licensee interested to sell Liquor after the award of contract or in future then Liquor sale can be permitted only on having valid License for serving the Liquor by concerned Competent Authority and subject to State Law.
2. Mandatory, the licensee awarded the contract should display his name prominently. He should also display the franchisees approval in the premises.
3. On the front elevation, the display/ LED display of name of the agency and/or brand is permitted.
4. The Authority shall not responsible for any legal cases that arise due to health hazard on account of quality of product and other legal matters for quantity, price etc. sold by the tenderer. The sole responsibility shall be of the tendered in any legal cases. Further AAI shall not responsible for any loss incurred due to Bond etc.
5. Only Space on as is where is basis" is allotted for the said business in said area within which the agency has to make their own arrangements for their business.
6. To keep the premises in a clean and tidy condition and open to inspection to the satisfaction of Chairman, AAI or his representative.
7. The Licensee will be liable to obtain License for operating the facility from concerned department / authority/agency if applicable.
8. The Licensee will ensure proper hygiene and quality of products sold must conform with State Govt. & Central Govt. statutory bodies for Quality parameters.
9. The Licensee shall maintain a complaint book at the allotted premises and the same should be easily accessible for recording of suggestions/complaints which shall be kept open for inspection by AAI.
10. The Licensee shall keep the premises in a clean and tidy condition and open to inspection to the satisfaction of Airport Director, AAI or his representative. Licensee shall abide by all other statutory and government regulation.
11. Licensee shall be responsible for all safety and security of his premises. Authority shall not be responsible for any claim for users/employee etc. on account of loss /damage due to accident/mishap in the premises. The Licensee shall be responsible for such losses/claims if any.
12. The licensee should abide by all the items and conditions and Rules and Regulations of AAI / statutory authority as may be enforced from time to time, if applicable.
13. AAI shall not be responsible for any legal cases that arise due to health hazards and other issues on account of quality of product and other legal matters for



quantity, price etc. sold by the tenderer. The sole responsibility shall be of the licensee in any legal cases.

14. The licensee shall obey the various central & State Govt. Labor Laws in force from time to time. Any clearance/ permission/ license (such as food license, etc.) shall be obtained by the licensee from the govt. agency/local authority etc. for running the subject facility before commencement of the service. The Licensee shall abide by the Rules & Regulation and legislation of central and state government on environmental protection.

15. AAI will not be responsible for any monetary loss due to poor business etc. and no request for reduction of license fee will be accepted.

16. In case any employee is found engaged in doing any other work which is not relevant to the scope of this license, his entry permit shall be confiscated and cancelled and the licensee shall dispense with his service forthwith and arrange replacement in his place immediately.

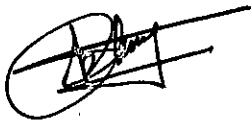
17. All the above guidelines will form part of the Contract Agreement.

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SCHEDULE OF PREMISES

License for Restaurant cum Hangout format at Juhu Airport, Vile Parle (W),
Mumbai:

1. AREA ALLOTTED : 1200 sqm approx.
2. LOCATION : Juhu Airport, Vile Parle (W), Mumbai
3. PURPOSE : Restaurant cum Hangout format

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