

RECEIVED
TOWN CLERK
BELMONT, MA

CASE NO. 18-35

2018 SEP -4 PM 2: 07

NOTICE OF PUBLIC HEARING BY THE
BELMONT ZONING BOARD OF APPEALS

ON APPLICATION FOR 1 SPECIAL PERMIT

Notice is hereby given that the Belmont Zoning Board of Appeals will hold a public hearing on Monday October 1, 2018 at 7:00 PM in the Art Gallery, 3rd floor, Homer Municipal Building, 19 Moore St., to consider the application of Sukhsimran S. Gill for a Special Permit under Section 3.3 of the Zoning By-Law To Change The Ownership of the existing Full Serve Restaurant to the applicant at 63 Concord Ave. located in a Local Business III (LBIII) Zoning District.

ZONING BOARD OF APPEALS

2018 SEP -4 PM 2:54



Town of Belmont
Zoning Board of Appeals

APPLICATION FOR A SPECIAL PERMIT

Date: August 1st 2018

Zoning Board of Appeals
Homer Municipal Building
19 Moore Street
Belmont, MA 02478

To Whom It May Concern:

Pursuant to the provisions of Massachusetts General Laws, Chapter 40A, Section 9, as amended, and the Zoning By-Laws of the Town of Belmont, I/we the undersigned, being the owner(s) of a certain parcel of land (with the buildings thereon) situated on 63 CONCORD AVE. Street/Road, hereby apply to your Board for a **SPECIAL PERMIT** for the erection or alteration on said premises or the use thereof under the applicable Section of the Zoning By-Law of said Town for _____

CHANGE OF OWNERSHIP - Restaurant

on the ground that the same will be in harmony with the general purpose and intent of said Zoning By-Law.

Signature of Petitioner

Print Name

Address

Daytime Telephone Number

Lisa Forsberg

Lisa FORSBERG

3 MARIE LANE

HUDSON NH 03051

603-930-0464



OFFICE OF COMMUNITY DEVELOPMENT
TOWN OF BELMONT
19 Moore Street
Homer Municipal Building
Belmont, Massachusetts 02478-0900

Telephone: (617) 993-2650 Fax: (617) 993-2651

Building Division
(617) 993-2664
Engineering Division
(617) 993-2665
Planning Division
(617) 993-2666

July 27, 2018

Sukhsimran S. Gill
3 Marie Lane
Hudson, NH 03051

RE: Denial to Operate a Full Serve Restaurant

Dear Mr. Gill,

The Office of Community Development is in receipt of your building permit application for your proposal to operate a Full Serve Restaurant at 63 Concord Ave. located in a Local Business III (LBIII) zoning district.

Your application has been denied because it does not comply with the current Town of Belmont Zoning Bylaws. More specifically, Section 3.3 of the Zoning Bylaws requires a Special Permit from the Zoning Board of Appeals to operate a restaurant in an LBIII zoning district.

You may alter your plans to conform to the current Town of Belmont Zoning Bylaws and resubmit a building permit application, or you may request one (1) Special Permit from the Zoning Board of Appeals. If you choose this option, please contact the Office of Community Development to schedule an appointment with Ara Yogurtian, Assistant Director, at (617) 993-2650 in order to begin the process.

Sincerely,

Glenn R. Clancy, P.E.
Inspector of Buildings

To,

Town of Belmont, MA
Zoning Board of Appeals.

Dated : August 1st, 2018

Subject : Application for a Special permit.

Property : 63 Concord Ave. Belmont

Applicant : Lisa Forsberg , Rahul Bagga and Rusty Gill
(d/b/a Spice Delight)

Dear Members,

we are requesting the change of ownership of the existing restaurant (at above Property) to the Applicant (as above) . The Property is located in a Local Business III Zoning District.

The required information is addressed below :

- | | | |
|----|---|---|
| 1. | Building Permit Denial letter. | Attached |
| 2. | Application and Lease. | Attached |
| 3. | Statement and explanation of operation. | Attached |
| 4. | Plot plan. | No changes |
| 5. | Zoning Compliance checklist. | NA |
| 6. | Fee of \$ 500.00 | Attached |
| 7. | Architectural drawings. | Attached |
| 8. | Menu. | Attached |
| 9. | Hours of operation. | Monday - Friday 11.00 am to 10.00pm
Saturday - Sunday 12.00 am to 10.00 pm |
| 10 | Parking count. | Existing number of seats (no Change) |

- | | | |
|-----|--|-------------|
| 11. | Traffic Impact study | No Changes |
| 12. | Compliance with Noise By-Law | Will Comply |
| 13. | Compliance with Lighting requirements | NA |
| 14. | Landscaping Plans | NA |
| 15. | Other approvals (Restaurant Review Committee) | Attached |

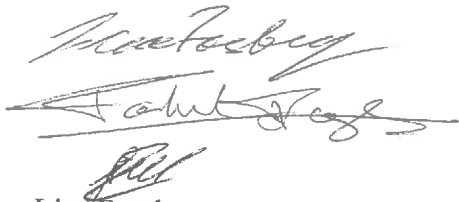
Other

- | | | |
|----|----------------------|----------|
| 1. | Neighborhood Letters | Attached |
| 2. | Anything else | Attached |

Any and all Town Rules and Regulations with regards to Pest control, delivery times and others will be followed. We will work closely with the Health, Fire, Plumbing, Building and other departments to ensure that our operation is running in accordance with their requirements and in a manner that we can be proud of.

Thank You for your considerations.

Sincerely,



Lisa Forsberg
Rahul Bagga
Rusty Gill
(dba Spice Delight)

To,

Town of Belmont, MA
Zoning Board of Appeals and Selectmen.

Dated : August 1st, 2018

Subject : Spice Delight - Operation..
Address : 63 Concord Ave. Belmont
Applicant : Lisa Forsberg, Rahul Bagga and Rusty Gill
(d/b/a Spice Delight)

Dear Members,

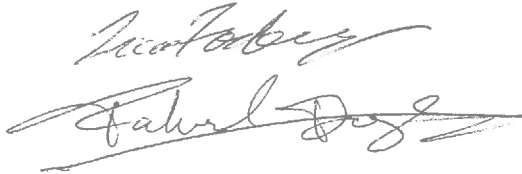
we had been looking for a location for our restaurant in various towns for a while. When this location in Belmont came up we were excited at the opportunity. The Town of Belmont has a wonderful atmosphere and everyone spoke highly of it. Our concept of the restaurant would fit in perfectly here. We want a small, upscale family restaurant that serves excellent food. The other thing that is important to us is to maintain a "neighborhood" atmosphere where you are known by your name when you walk in and enjoy your time with us.

The property has been the site of Chinese and Japanese restaurant under several different ownerships since 1995. We are requesting the Change of Ownership. The Property is located in a Local Business III Zoning District.

Spice Delight will be a family and extended family owned and operated restaurant. We will be serving mainly a North Indian Cuisine. Raghbir, the head chef has over 20 years of experience and has worked in some of the finest Indian restaurants. Rahul, Rusty and Lisa, the owners, have owned and operated many successful restaurants over the past twenty years. Rusty Gill is the CEO of Gill's Pizza, one of the largest distributors of fresh pizza to School Districts in New England for over twenty five years.

Thank you for your considerations and we are really looking forward to being here.

Sincerely,

The block contains two handwritten signatures. The first signature is in cursive and appears to read 'Lisa Forsberg'. The second signature is also in cursive and appears to read 'Rahul Bagga'.

Lisa Forsberg
Rahul Bagga
Rusty Gill
(dba Spice Delight)

KITCHEN

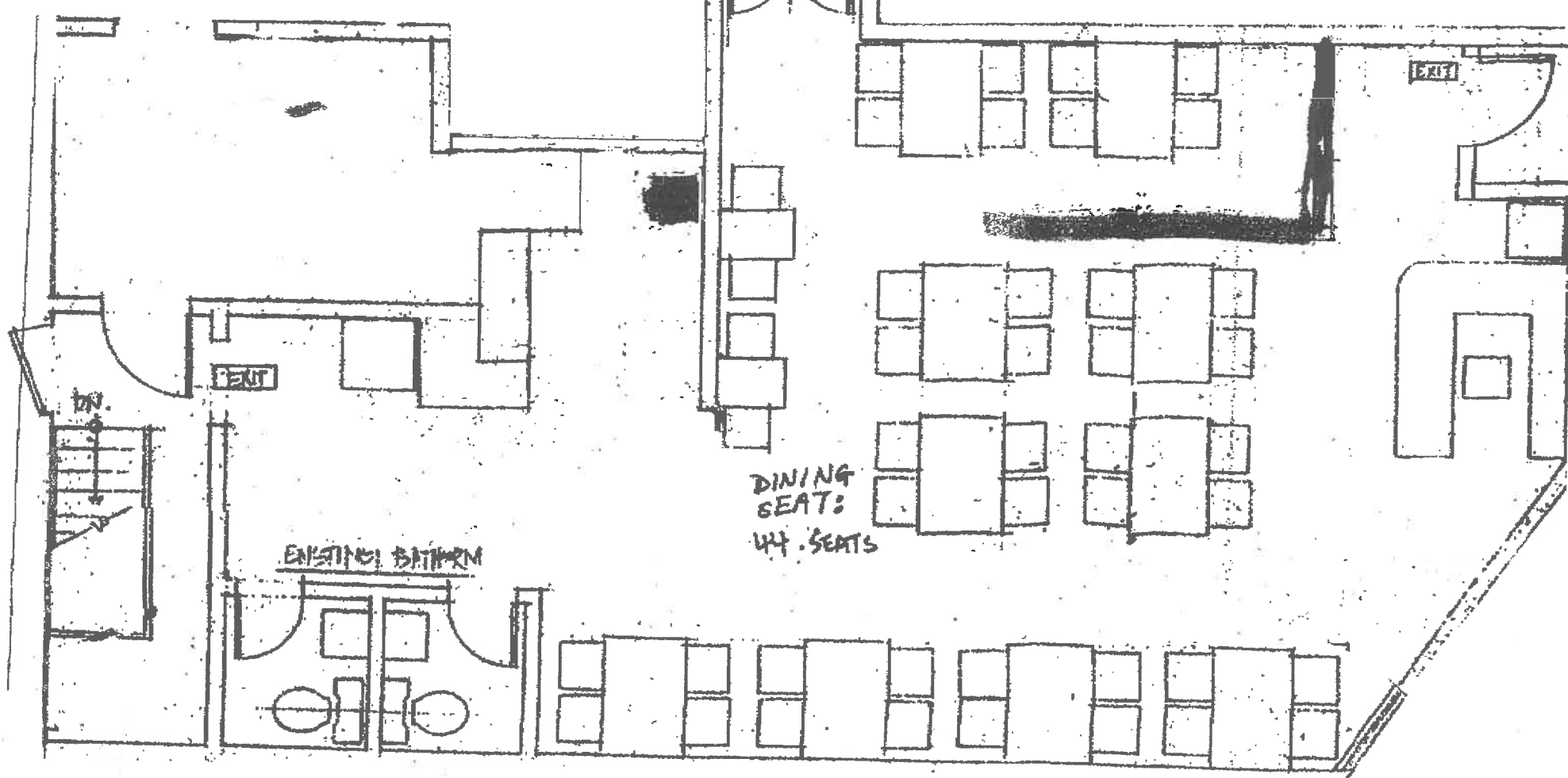
EXIT

EXIT

DN.

DINING
SEAT:
44 SEATS

EXISTING BATHRM



Appetizers Vegetarian

- **Vegetable Samosa** 4.95
Crisp pastry filled with potatoes and peas
- **Vegetable Pakora** 5.95
Fresh vegetable fritters of spinach, potato and onion
- **Paneer Pakora** 7.95
Fresh paneer with spices
- **Paneer Tikka** 9.95
Fresh paneer with vegetable roasted in clay oven
- **Samosa Chat** 6.95
Topping with chick peas yogurt and tamarind
- **Aloo Tikki** 6.95
Mashed potatoes patties with yogurt and spices
- **Aalo Papri** 6.95
Special crisp in a mildly sweetened yogurt sauce,
garnished with cilantro
- **Hara Bahra kabob** 7.95
Blend of vegetables and spices roasted in clay oven
- **Aloo Chilli** 4.95
Fried crisp potato with spices
- **French Fries** 2.95
Light Lacy lentil crisp

Appetizers Non Vegetarian

- **Lamb Samosa** 6.95
Crisp pastry filled with lamb and spices
- **Chicken Pakora** 9.95
Fritter made of boneless chicken marinated in tangy sauce with special spices
- **Shammi kabob** 11.95
Ground chicken fried with spices and lentil
- **Seekh kabob** 11.95
Ground chicken with spices roasted in clay oven
- **Lamb Boti kabob** 14.95
Boneless Lamb with spices roasted in clay oven
- **Chicken Tikka** 12.95
Boneless chicken with yogurt sauce roasted in clay oven
- **Chicken Tandoori** 13.95
Chicken with yogurt sauce roasted in clay oven
- **Shrimp Tandoori** 13.95
Shrimp with yogurt sauce roasted in clay oven
- **Lamb Champ** 15.95
Lamb on bone with yogurt sauce roasted in clay oven
- **Fish Tikka** 15.95
Boneless Fish with yogurt sauce roasted in clay oven

Salad, Soup & Side Orders

- **Special Indian Salad** 5.95
Mix vegetable and spices Add chicken* 4.95
- **Lentil Soup** 3.75
Soup made with lentil vegetable and mild spices
- **Coconut Soup** 3.75
Soup of shredded coconut, cream, and sweet spices
- **Chicken Soup** 3.75
Ground chicken, lemon and sweet spices
- **Raita** 2.95
Homemade yogurt with grated cucumber and mint
- **Papadum** 1.95
Light Lacy lentil crisp

Biryani

- **Chicken or Goat or Lamb Biryani** 15.95
Basmati rice cooked with meat, spices and nuts
- **Vegetable Biryani** 13.95
Basmati rice cooked with vegetables, spices and nuts
- **Shrimp Briyani** 15.95
Basmati rice cooked with shrimp, nuts and spices
- **Peas and Zeera Pullao** 6.95
Basmati rice cooked with green peas, spices and cumin
- **Plain Basmati rice** 2.95

Vegetable Specialties

All dishes served with basmati white rice

- **Malai Kofta** 13.95
Vegetable ball cooked with nuts and spices in cream sauce
- **Channa Masala** 13.95
Chick peas cooked in special tomato sauce
- **Zeera Aloo** 10.95
Potato with cumin seeds and fresh spices
- **Tarka Dal** 12.95
Yellow lentils cooked and seasoned with spices
- **Dal Makhani** 13.95
Creamed lentils cooked with spices
- **Matar Paneer** 13.95
Cheese and green peas cooked in creamy sauce
- **Saag Paneer** 14.95
Cheese with spinach and spices
- **Shahi Paneer** 14.95
Paneer cooked in a creamy and tomato sauce and spices
- **Kadhai Paneer** 14.95
Paneer cooked along with spices onion and peppers
- **Tofu bhurji** 12.95
Tofu cooked with fresh onions, ginger, tomatoes and spices

Non-veg Specialties

All dishes served with basmati white rice

- **Chicken Channa** 14.95
Boneless pieces of chicken cooked with chickpeas and spices
- **Chicken Saag** 14.95
Chicken pieces cooked in spinach with and spices
- **Chicken Vindaloo** 14.95
Chicken cooked with potatoes, sweet and spicy sauce
- **Chicken Korma.** 15.95
Chicken cooked in rich cream sauce with cashew nuts
- **Chicken Curry** 13.95
Chicken cooked with onions, tomatoes and spices
- **Chicken Madras** 14.95
Chicken cooked in special tamarind sauce with spices
- **Chicken Tikka Masala** 15.95
Boneless chicken tikka cooked in tomatoes, creamy sauce
- **Kadhai Chicken** 15.95
Chicken is cooked with ground spices, onions and peppers
- **Chicken Chilli.** 13.95
Fried chicken cooked in soya sauce, onion and peppers
- **Chicken 65** 13.95
Fried chicken cooked with onion and spices

-
- **Mutton Korma.** 16.95
Goat cooked in rich cream sauce with cashew nuts
 - **Palak Goat** 16.95
Goat cooked in spinach with spices
 - **Goat Kadhai** 16.95
Goat is cooked with ground spices, onions and peppers
 - **Goat Curry** 15.95
Goat cooked with onions, tomatoes and spices
 - **Lamb Kadhai** 16.95
Lamb is cooked with ground spices, onions and peppers
 - **Lamb Curry** 15.95
Lamb cooked with onions, tomatoes and spices
 - **Lamb Vindaloo** 16.95
Lamb cooked with potatoes, sweet and spicy sauce
 - **Shrimp Kadhai** 16.95
Shrimp is cooked with ground spices, onions and peppers
 - **Shrimp Curry** 15.95
Shrimp cooked with onions, tomatoes and spices
 - **Fish Chilli.** 15.95
Fish cooked in spice sauce, onion and peppers
 - **Fish Curry** 15.95
Fish cooked with onions, tomatoes and spices
-

Tandoori Breads

- **Roti** 2.75
Whole wheat bread baked in clay oven
- **Naan** 2.95
White flour bread baked in clay oven
- **Spinach Naan** 3.75
White flour bread stuffed with spinach
- **Onion Naan** 3.75
White flour bread stuffed with onions and spices
- **Garlic Naan** 3.75
White flour bread stuffed with garlic and spices
- **Aloo Naan** 3.75
White flour bread potato and spice baked in clay oven
- **Paneer Naan** 3.95
White flour bread stuffed with paneer and spices baked in clay oven
- **Pashwari Naan** 3.95
White flour bread Coconut, Cashews, Sugar baked in clay oven
- **Keema Naan** 4.95
White flour bread stuffed with chicken and spices baked in clay oven

Beverages

- **Mango Lassi** 2.95
Yogurt drink with mango fruit and sugar
- **Lassi Sweet** 2.95
Yogurt drink sweetened with sugar and rose water
- **Lassi Salted** 2.95
Yogurt drink spiced with crushed cumin seeds
- **Masala Chai** 1.95
Indian tea with milk and spices
- **Cold Drinks** 1.95
- **Bottle Water** 1.95

Desserts

- **Gulab Jamon.** 2.95
Sweet milk balls soaked in sweet syrup
- **Kheer.** 3.95
A famous Indian sweet dish made from milk and rice
- **Mango Ice cream** 3.95
Mango ice cream made with mango puree
- **Pistachio Ice Cream** 3.95
Pistachio ice cream made with real pistachio

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION, made and entered into as of May 9th 2018, by and between **LAKESH ADHIKARI** of 169 Fellsway, West Medford, Massachusetts 02155 (Assignor), and **RAHUL BAGGA** of 15 Raymond Street Apt 2 Everett, Massachusetts 02149 and **LISA R. FORSBURG** of 3 Marie Lane Hudson, New Hampshire 03051 (together, "Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, conveys, transfers and grants to Assignee, as of May 9th 2018 (the "Effective Date"), all of Assignor's right, title and interest as lessee in and to that certain lease, dated as of March 16, 2018, as amended, originally by and between Assignor, as Tenant, and **Tze Guan Khor**, as Landlord, demising certain commercial premises in the building known as and numbered 63 Concord Avenue, Belmont, Middlesex County, Massachusetts, as more fully described therein (the "Lease").
2. Assignee hereby accepts and assumes the foregoing assignment, and from and after the Effective Date agrees to fully and faithfully observe and assume all of the provisions, covenants, and conditions contained in the Lease and on the part of the lessee to be performed.
3. This Assignment is made "as is", with no other covenants, warranties, or representations whatsoever, either express or implied. This Assignment and Assumption Agreement reflects the final understanding of Assignor and Assignee with regard to the within assignment. No prior oral and/or written representations or agreements of the parties with respect thereto that are not contained herein shall have any force or effect.

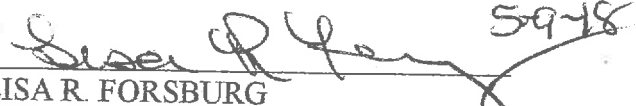
-- Signatures on following page --


EXECUTED as a Massachusetts sealed instrument as of the day and year first above written.

ASSIGNOR:

 05/09/18
LAKESH ADHIKARI

ASSIGNEE:

 5/9/18
LISA R. FORSBURG

 5/9/2018
RAHUL BAGGA

LANDLORD'S CONSENT:

The undersigned **TZE GUAN KHOR**, Landlord under the Lease, hereby consents to the foregoing assignment on the explicit condition that such consent shall not be deemed to be a waiver of Landlord's right to approve any further assignment of the Lease, or any subletting.

 May __, 2018
Tze Guan Khor

COMMERCIAL LEASE

PARTIES

Tze Guan Khor, of 3 Baker St, Belmont MA, 02478 hereinafter referred to as "LESSOR", which expression shall include their heirs, successors, and assigns where the context so admits, does hereby lease to

Lokesh Adhikari, 169 Fellsway West Medford MA, 02155 hereinafter referred to as, "LESSEE", which expression shall include its successors, executors, administrators, and assigns where he context so admits, and the LESSEE hereby lease the following described premises:

PREMISES

(i) the restaurant space, leasing As is, together with (ii) the right to use in common with others entitled thereto the stairways and doorways necessary for access to the demised premises, on the first floor of a building at 63 Concord Ave, Belmont, Massachusetts (the "Building ") LESSEE's share is sixty(60%) percent, and (iii) in common with LESSOR and subject to reasonable rules and regulations, use of a portion of the basement below the demised premises for storage purposes, and one parking space in the rear of the demised premises. LESSEE acknowledges that LESSOR reserves the use of roof and exterior walls and the right from time to time to install, maintain, use, repair, place and replace utility lines, pipes, ducts, conduits and wires in the demised premises (in locations which shall not materially interfere with LESSEE'S use thereof) to serve other parts of premises in the Building

INITIAL TERM

The term of this lease shall be for Five (5) years three(3) month , commencing on March 16, 2018 and ending on May 31, 2023

OPTION TERM

First Five (5) years, commencing on June 1, 2023 and ending on May 31, 2028

Second Five (5) years, commencing on June 1, 2028 and ending on May 31, 2033

RENT

LA



18. OTHER COVENANTS

LESSEE agrees to be responsible for removing snow and free of ice on the sidewalk and parking spaces of the premises. If LESSEE failed to maintain, LESSOR shall hold the right to hire landscaping company to do so; all the expenses with additional \$500 administration fee shall be at LESSEE'S expense.

19. SUCCESSORS

All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors, and assigns shall be entitled to enforce any or all of the provisions of this Lease, or shall have any rights hereunder whatsoever. It is further understood and agreed that any and all covenants of LESSOR only with respect to breaches occurring during LESSOR'S ownership of the building and not otherwise.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above-written.

LESSOR or authorized agent

BY:


Tze Guan Khor

03/16/18

LESSEE:


Lokesh Adhikari

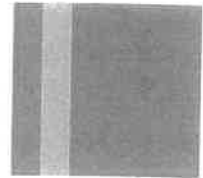
03/16/2018

TS

Zuby Singh

137 Burlington St., Lexington, MA 0240

781-572-5234 ♦ Zubysingh@hotmail.com



8/1/18

Town of Belmont Selectmen
Belmont, MA

Dear Sir or Madam,

I am delighted to be writing to say that I was thrilled to hear from Lisa and Rusty that they have decided to open an Indian restaurant (again) in Belmont, MA. I have known Rusty from his previous restaurant ownership at Zakia and Taste of India. Rusty is very particular about the quality of food and restaurant cleanliness, not to mention the upscale style of his restaurants. I also understand he has brought chef Raghbir with him. Chef Raghbir is an excellent chef who cooks great food that I have tasted on several occasions at both the restaurants and at several catering events.

Rusty is very experienced in running food businesses and understands operations really well. Most importantly, he is also superb with his relationships with customers. I have personally catered food from him and just recently for my daughter's birthday party. I didn't have to worry about a thing. He seems to always go above and beyond. For ex. I happened to mention that I wish I had an extra oven for the party and lo behold, he even brought us a portable oven, at no charge. Wow. Now that is called delighting the customer.

Thus, whether it the food quality, operational planning or customer service, Rusty delivers. I am excited that they are bringing this restaurant to your community at such a convenient location. A great addition to Belmont as well as the neighboring community. I wish Lisa, Rusty, Chef Raghbir and team the very best on this new venture. I mentioned this new addition to a quite a few friends, and all of whom have said that can't wait for the opening.

Therefore, I am happy to write this recommendation to the board. Feel free to contact me if you have any questions. Best regards to your town.

Sincerely,

Zuby Singh



MYSTIC VALLEY
dermatology
ASSOCIATES, P.C.

Donald J. Grande, MD
Jeffrey N. Lackey, MD
W. Zoe D. Stitt, MD
Oliver J. Wisco, DO
Lindsay M. Demsey, PA-C
Victoria R. Garcia-Albea, PNP
Elizabeth A. McNichol, FNP
Katie B. O'Brien, ANP

August 14, 2018

To whom it may concern,

Mr. Rahul Bagga is applying to open a restaurant in Belmont, MA. I have known Mr. Bagga for seven years and was thoroughly impressed with his earlier restaurant at the Meadow Glen Mall in Medford, MA. The food was excellent, well prepared and served with efficiency and cleanliness. I know his new venture will be successful and a welcome addition to the culinary scene in Belmont.

Sincerely,



Donald J. Grande, M.D.

August 14, 2018

To whom it may concern,

I would like to give my highest recommendation to Rahul Bagga as a restaurant business owner. In the past he owned and ran an Indian restaurant in Medford. I frequented the finely prepared food and was satisfied with both the service and quality of each dish. Equally impressive was the "take charge" attitude that Rahul had and his desire to please each customer that came by. His work ethic is something to be admired. I know that whatever goals he chooses to set for himself he will achieve and surpass as he has a real winning attitude.

If you have any need to contact me for discussion you can reach me at 617-771-0777

Sincerely,

A handwritten signature in black ink, appearing to read 'Lia Capozzi', with a stylized, cursive script.

Lia Capozzi

SPICE DELIGHT

FINE INDIAN CUISINE

BELMONT , MA.

**DEAR NEIGHBORS , WE ARE PLANNING AND LOOKING FORWARD TO
HAVING OUR RESTAURANT IN YOUR NEIGHBORHOOD**

(63 CONCORD AVE.)

WE HOPE TO ENHANCE THE NEIGHBORHOOD WITH OUR PRESENCE.

AT THE SAME TIME , IF YOU HAVE ANY QUESTIONS OR CONCERNS

PLEASE FEEL FREE TO EMAIL ME AT gill882@comcast.net