

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

MIRCHI, INC., SANJEEV ROY, and
SURESH KUMAR

Civil Division

Plaintiffs,

vs.

No. GD-13-

ABHAY VATS,

Defendant.

COMPLAINT

Filed on behalf of PLAINTIFFS

COUNSEL OF RECORD FOR THESE
PARTIES:

Elizabeth Pollock-Avery, Esq.

PA ID # 314841

elizabeth@lawkm.com

(412) 508-7297

David M. Manes, Esq.

PA ID # 314661

david@lawkm.com

(412) 491-2109 Direct

KRAEMER, MANES & ASSOCIATES LLC

US Steel Tower

600 Grant St, Suite 660

Pittsburgh, PA 15219

(412) 637-0232 Fax

www.lawkm.com

MIRCHI, INC., SANJEEV ROY, and
SURESH KUMAR

Civil Division

Plaintiffs,

vs.

No. GD-13-

ABHAY VATS,

Defendant.

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following papers, you must take action within TWENTY (20) days after the Complaint and Notice are served by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
11th Floor Koppers Bldg.
436 Seventh Avenue, Pittsburgh, PA 15219
TELEPHONE: 412-261-5555

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

MIRCHI, INC., SANJEEV ROY, and
SURESH KUMAR

Civil Division

Plaintiffs,

vs.

No. GD-13-

ABHAY VATS,

Defendant.

COMPLAINT

Plaintiffs, through their attorneys, Elizabeth Pollock-Avery, Esq. and David M. Manes, Esq., file this Complaint, averring the following:

Overview of case

1. Plaintiffs' action arises out of Defendant's utter failure to comply with the terms of the Corporate Formation Agreement signed by the parties. This failure caused the business operated by the corporation to fail and the Plaintiffs to lose their life savings. Defendant used the failure of the business as an opportunity to take possession of the personal property of the Plaintiffs and has not compensated them for doing so. In addition to the damage caused by the failure of the businesses, the Plaintiffs suffered when Defendant defamed the Plaintiffs, infringed upon the trademark rights of the corporation, and breached his fiduciary duty as a Director of the corporation.

Parties

2. Plaintiff Mirchi, Inc. is a Pennsylvania corporation with a registered address at 43 Swallow Hill Road, Carnegie, Pennsylvania 15106.

3. Plaintiff Sanjeev Roy is a Pennsylvania resident.

4. Plaintiff Suresh Kumar is a Pennsylvania resident.

5. Defendant Abhay Vats is a Pennsylvania resident with an address at 212 MacFadden Drive, Gibsonia, Pennsylvania 15044.

Common Facts

6. At all times relevant to this action, Mr. Roy, Mr. Kumar, and Mr. Vats were shareholders of Mirchi, Inc. with equal ownership interests.

7. On May 31, 2013, the parties executed a Partnership Agreement.

8. All parties initially contributed \$40,000 each to the partnership.

9. All parties subsequently invested additional funds on a case by case basis.

10. The Partnership Agreement was superseded when the parties entered into a Corporate Formation Agreement (“Agreement”) on July 26, 2013. (Attached as **Exhibit 1**).

11. Mirchi, Inc, operated a restaurant, called “Mirchi Fine Indian Cuisine” as well as a grocery store, called “Mirchi Indian Grocery Store.”

12. Pursuant to the Agreement, Mr. Vats agreed to lend funds to the company for its continued operation.

13. The Company and Mr. Roy and Mr. Kumar reasonably relied on Mr. Vats’ promise in the Agreement to lend operating funds to the company.

14. Mr. Vats refused to lend funds to the company after entering into the Agreement.

15. On August 10, 2013, due to Mr. Vats’ failure to provide the funds necessary to continue to operate the businesses, both businesses were forced to close.

16. The landlord of the building where the restaurant and grocery store were located terminated the lease for the units used by Mirchi, Inc.

17. All of the equipment and stock of the restaurant and grocery store owned by Mirchi, Inc. was seized by Mr. Vats.

18. Mr. Vats did not compensate the company, Mr. Roy, or Mr. Kumar for the equipment and stock.

19. Mr. Vats was not authorized to seize the equipment and stock.

Count I
Conversion
All Plaintiffs v. Abhay Vats

20. The above paragraphs are incorporated here by reference.

21. The grocery store and restaurant both contained numerous items of furniture, fixtures, and extensive inventories.

22. The value of these items is approximately \$231,195.00. (List of items and their value attached as **Exhibit 2**).

23. Mr. Vats did not permit Mr. Roy or Mr. Kumar to take any of the items owned by Mirchi, Inc. and did not compensate them for the items.

Count II
Breach of Fiduciary Duty
All Plaintiffs v. Abhay Vats

24. The above paragraphs are incorporated here by reference.

25. When acting on behalf of the corporation, Pennsylvania law requires corporate decision makers to act in the best interests of the corporation and its shareholders.

26. As a Director of the corporation, Mr. Vats owed a fiduciary duty to the corporation and to its shareholders.

27. In addition, the Agreement states that all decisions which would constitute a change in the business of the corporation require the mutual consent of Mr. Vats, Mr. Roy, and Mr. Kumar.

28. By refusing to follow the Agreement and lend funds as agreed to the corporation, Mr. Vats violated his fiduciary duty to the corporation.

29. Mr. Vats engaged in conduct designed to benefit himself rather than the corporation and its shareholders.

30. Mr. Vats breached his fiduciary duty to the corporation and its shareholders.

31. Mr. Vats' breaches of fiduciary duty caused damages to the corporation and to Mr. Roy and Mr. Kumar.

Count IV
Breach of Contract
All Plaintiffs v. Abhay Vats

32. The above paragraphs are incorporated here by reference.

33. Mr. Vats breached the Agreement by refusing to lend the promised funds to the corporation for it to continue operation.

34. Mirchi, Inc., Mr. Roy, and Mr. Kumar reasonably relied on the promise by Mr. Vats in the Agreement that he would lend funds to the corporation.

35. As a result of Mr. Vats' breach, the businesses operated by the corporation were forced to close.

36. As a result of Mr. Vats' breach of contract, Mirchi, Inc., Mr. Roy, and Mr. Kumar suffered damages.

Count V
Trademark Infringement
Mirchi, Inc. v. Abhay Vats

37. The above paragraphs are incorporated here by reference.

38. Mirchi, Inc. has common law trademark rights to the names "Mirchi Fine Indian Cuisine" and "Mirchi Indian Grocery Store" (the "Marks").

39. Mr. Vats has assumed control over the units in which the restaurant and grocery store were located, and Mr. Vats is in the process of installing his own restaurant in the units.

40. Mr. Vats is unfairly benefitting from the Marks.

41. Mr. Vats told Mr. Roy that he intended to use the goodwill of the Mirchi name if he was able to lease the building and have someone else take over the restaurant.

42. Mr. Vats has not been authorized to use the Marks for any purpose.

43. Mr. Vats has not paid royalties or licensing fees for the Marks.

Count VI

Defamation

Sanjeev Roy and Suresh Kumar v. Abhay Vats

44. The above paragraphs are incorporated here by reference.

45. Mr. Vats has falsely alleged that Mr. Roy is a mentally ill alcoholic and that Mr. Kumar is an unethical business man.

46. Mr. Vats has expressed this opinion to the community at large.

47. These untruthful allegations by Mr. Vats have damaged the reputations of Mr. Roy and Mr. Kumar, both as business owners and members of the community.

Request for Relief

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against all defendants, jointly and severally, for the following:

- a. Actual monetary damages in excess of \$231,195.00;
- b. Additional liquidated or punitive damages;
- c. Plaintiffs' legal fees;

- d. Interest at the rate of 6% beginning from the time Defendant engaged in the conduct giving rise to this Complaint and future interest until the judgment is satisfied;
- e. Court costs; and
- f. Other such relief as the Court may deem just and proper.

Respectfully submitted,



Elizabeth Pollock-Avery, Esq.
PA ID # 314841
elizabeth@lawkm.com
(412) 508-7297 Direct


David M. Manes, Esq.
PA ID # 314661
david@lawkm.com
(412) 491-2109 Direct

KRAEMER, MANES & ASSOCIATES LLC
US Steel Tower
600 Grant St, Suite 660
Pittsburgh, PA 15219
(412) 637-0232 Fax
www.lawkm.com

Verification

I verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities. I am authorized by the Board of Directors to make this verification on behalf of Mirchi, Inc.

Date: 10/21/13



Sanjeev Roy

CORPORATE FORMATION AGREEMENT

By and among

SURESH KUMAR,

And

ABHAY VATS,

And

SANJEEV ROY.

This Corporate Formation Agreement is made and entered into on this FRI day of July 26th, 2013, between SURESH KUMAR (referred to herein as "Kumar"), an individual, ABHAY VATS ("Vats") an individual, and SANJEEV ROY ("Roy") an individual, collectively, the parties to this Agreement.

WHEREAS, in January, 2012 Kumar, in anticipation of owning and operating a restaurant and grocery store, incorporated under the name of MIRCHI INC, d/b/a Mirchi Indian Cuisine and d/b/a Mirchi Indian Grocery Store (hereinafter referred to as "the Corporation.")

WHEREAS, on May 31, 2012, Kumar, Vats and Roy entered into a Partnership Agreement ("Partnership Agreement") to jointly own and operate the Corporation.

WHEREAS, Kumar, Vats and Roy have each contributed an initial investment of \$40,000.00, in either capital investment or equipment.

WHEREAS, the parties seek to mutually release each other from the Partnership Agreement and enter into this Corporate Formation Agreement.

WHEREAS, the Corporation is in need of additional capital investment in order to pay its existing debts.

NOW THEREFORE, in consideration of the mutual release from the Partnership Agreement and for other good and valuable consideration more fully set forth below, it is hereby agreed as follows:

Abhay Vats
Suresh Kumar
Sanjeev Roy
Page 1 of 5

ARTICLE I
CORPORATE AMENDMENTS

1. **Amending Articles.** The Articles of Incorporation of Mirchi Inc., having originally been registered with the Pennsylvania Department of State on or about January 17, 2013, are to be amended with the following changes:
 - a. Kumar, Vats and Nikita Roy, the daughter of Roy, are to be named as co-owners of the Corporation, with each owning a 33 and 1/3 percent (33.33%) share of the Corporation.
 - b. The Corporation's registered address shall be changed to: 20445 Route 19, Unit 3-4-5-7 Cranberry Township, Pennsylvania, 16066.
 - c. The above changes are to be made by filing the appropriate amendments with the Pennsylvania Department of State.
2. **Future Amendments.** At the earliest possible time, the Articles of Incorporation are to be further amended, so as to transfer the ownership interest to which Nikita Roy has legal title to Sanjeev Roy. The costs associated with this amendment, and all related expenses, including but not limited to legal fees, filing/amendment fees and publishing fees shall be paid by Roy, in his capacity as an individual.

ARTICLE II
CONSIDERATION

1. **Release from the Partnership Agreement.** The parties hereby agree that subject to the exception provided below, they hereby mutually release each other from the Partnership Agreement, and mutually discharge each other, and each other's heirs and assigns, from any and all past, present or future claims, demands, judgments, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation of any nature whatsoever, whether based on a contract, tort or other theory of recovery, which any of them may now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the Partnership Agreement.
 - a. **Exception to Mutual Release.** The Corporation shall repay to Vats and Roy the loans, of \$35,000.00 each, that are described in Paragraph 4 of the Partnership Agreement. Said loans are to be repaid over a period of time from the profits of the Corporation, once the Corporation has paid all other outstanding debts.
2. **Loan and repayment.** Vats hereby agrees that upon amendment of the Articles of Incorporation, he will loan the Corporation such capital as is needed to operate the Corporation and to pay off all existing Corporation debts, including existing tax debt, employee salaries, accounts payable, and legal fees. The terms and exact amount of said loan, including a mutually agreed upon interest rate, a time frame for repayment, and a possible transfer of ownership interest if said repayment is not completed within the time frame agreed upon, are to be

Page 2 of 5

Sanjeev K. V
Harsh Vats

negotiated in good faith by the parties and will be detailed at length in a subsequent contract.

3. **Additional Incorporators.** Kumar hereby agrees to the corporate amendments described in Article I.

ARTICLE III OWNERSHIP, DEBTS AND OPERATION OF THE CORPORATION

1. **Business Decisions.** All decisions which would constitute a change in the business of the Corporation will require the mutual consent of Kumar, Vats and Roy.
2. **Bylaws.** The parties agree to formulate such written bylaws as are required to properly run the Corporation on a day to day basis. Said bylaws will cover different aspects of the current and future business operations including but not limited to administrative decisions, financial decisions, manpower and fair use of such business services as free meals for owners and their family and friends.
3. **Ownership Interest.** Kumar, Vats and Nikita Roy are each to own Thirty-Three and one third (33.33%) Percent of the Corporation, subject only to any conditional transfer provided pursuant to Article II, Paragraph 2. While Nikita Roy is to have legal title to 33.33% of the Corporation, it is understood that Sanjeev Roy is to have equitable ownership of her interest, and that, pursuant to Article I, Paragraph 2 of this Agreement, Nikita Roy's ownership interest is to be transferred to Sanjeev Roy as soon as Sanjeev Roy's prior legal restrictions allow.
4. **Future Loans.** No future loan or investment shall have any effect on the ownership interest of any party. However, any party may loan capital to the Corporation, under terms and conditions to be worked out in good faith by all three parties. Additionally, capital can, as needed, be raised from other sources such as banks or other investors, under terms and conditions negotiated in good faith by the parties.
5. **Past Loans.** In addition to the past loans described in Article II, Paragraph 1(a) of this Agreement, the Corporation agrees to repay Vats and Roy \$25,000.00 each, for past loans that each had made subsequent to the Partnership Agreement. Said loans shall be repaid over a period of time from the profits of the Corporation once the Corporation has paid all other outstanding debts.
6. **Option to buyout Kumar.** Kumar agrees to provide Vats and Roy the option of purchasing his entire ownership interest, either separately or jointly, for the price of \$40,000.00, to be paid with a down payment of \$10,000.00, followed by thirty

Pages 7 5
Sanjeev K. V
Arshay Vats
[Signature]

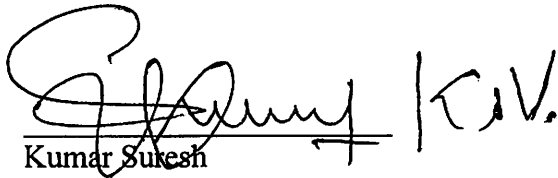
(30) monthly payments of \$1,000.00. This option shall expire twelve (12) months from the date of this Agreement. If Vats and/or Roy choose to exercise this option, notification of such shall be in writing and delivered to Kumar.

ARTICLE IV
MISCELLANEOUS PROVISIONS

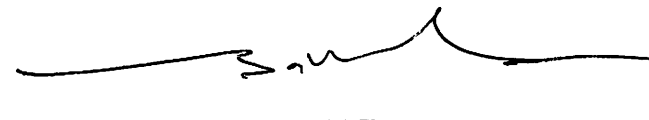
1. **Assignment: Binding Effect.** This Agreement shall extend to, shall inure to the benefit of and shall be binding upon all of the parties hereto and upon their heirs, executors, administrators, successors and permitted assigns. This Agreement shall not, however, be assignable or transferrable, in whole or in part, by any of the parties hereto except upon the express prior written consent of the other parties hereto, and nothing contained in this Agreement is intended to confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies or obligations under, or by reason of, this Agreement.
2. **Choice of Law.** This Agreement, and all instruments delivered pursuant hereto or incorporated herein, unless otherwise expressly provided therein, shall in all respects be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.
3. **Complete Agreement.** Except as provided in the provisions of this Agreement regarding loans, this document contains the entire agreement of the parties with respect to the subject matter herein. This Agreement supersedes any prior agreements, understandings, or negotiations, whether written or oral, and can only be amended through a written document formally executed by all parties.”
4. **Captions.** The captions of the various Articles and Sections of this Agreement have been inserted for the purpose of convenience of reference only, and such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.
5. **Severability.** If any provision or provisions of this Agreement or of any of the documents or instruments delivered pursuant hereto, or any portion of any provision hereof or thereof, shall be deemed invalid or unenforceable pursuant to a final determination of any court of competent jurisdiction or as a result or future legislative action, such determination or action shall be construed so as not to affect the validity or enforceability hereof or thereof and shall not affect the validity or effect of any other portion hereof or thereof.
6. **Counterpart.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Shyam K. V
Page 4 of 5 Verhey Vats

IN WITNESS WHEREOF, the parties have executed Corporate Formation Agreement this FRI day of July 26th, 2013.

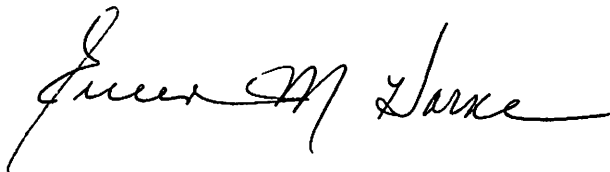

Kumar Sukesh


Abhay Vats


Sanjeev Roy

Commonwealth of Pennsylvania
County of Butler

Sworn to and subscribed before me this
26 day of July, 2013.



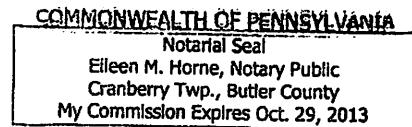


Exhibit 2: Damages

Items	Price
List of Items in Restaurant	
In the Vestibule (Waiting Area)	
Corner Stand	\$ 250.00
Couch	
Two counters at the checkout register	\$ 900.00
POS system	
Music System	\$ 900.00
10 In Ceiling Speakers	\$ 350.00
Telephone	\$ 50.00
Picture Frame	\$ 15.00
One Glass Top Stand	\$ 250.00
4 Chairs	\$ 100.00
1 Ceiling Light	\$ 650.00
Sign on Door and Timings	\$ 100.00
Ceramic tiles	\$ 300.00
Rope Light	\$ 200.00
Outside	
6 Signage ,including Labor	\$ 1,500.00
In the Main Dining Area	
6 Booths	\$ 1,800.00
10 Table Tops	\$ 1,000.00
24 Chairs (Black)	\$ 1,000.00
3 Picture Frames	\$ 300.00
10 Hanging Lights	\$ 500.00
Buffet Table	\$ 7,000.00
In the Party/Conference Room	
8 Tables	\$ 400.00
32 Red Banquet Chairs	\$ 1,000.00
14 set of Salt and pepper shakers	\$ 75.00
1 Temperature Control Warmer	\$ 2,500.00
6 Chaffing Dishes	\$ 1,000.00
3 Buffet Table Tops	\$ 300.00
2 Mirrors in the Bathroom	\$ 100.00
1 Chandelier including the Side wall fixtures	\$ 1,000.00
Blinds	\$ 100.00
1 Bussing Cart	\$ 50.00
Miscellaneous Items underneath the Buffet Table in the party hall	\$ 500.00
Carpet	\$ 4,500.00
Paint	\$ 150.00
Ceiling Tiles	\$ 1,200.00
Partition Door	\$ 350.00
Fire alarm system	\$ 500.00
In the Kitchen	
Portable oven (Tandoor)	\$ 1,000.00
Soda Dispenser (Coke Machine)	
3 Bowl Sink	\$ 600.00
1 Hand wash Sink	\$ 200.00
1 Grease Trap	\$ 1,000.00
1 Prep Sink	\$ 300.00
Dishwasher	
Two Glass Door Coolers	\$ 4,000.00
Two Glass Door Freezer	\$ 2,800.00
5 Stainless Steel Prep Tables	\$ 2,500.00
1 Stainless Steel Server Station	\$ 900.00
3 Heavy Duty Racks For Dry Storage	\$ 300.00
10 Burner Gas Range	\$ 3,855.00
1 Tandoor Oven	\$ 2,200.00
1 Flat top grill	\$ 2,495.00
1 Deep Fryer	\$ 3,500.00
2 Candy Stoves	\$ 2,000.00
2 Deli sandwich Prep Cooler Units	\$ 4,600.00
1 6'X6' Walk In cooler	\$ 6,000.00
16' Hood	\$ 20,000.00
Ansul System	\$ 3,500.00
3 Rice Warmers	\$ 630.00
4 Food warmers	\$ 2,500.00
1 Heavy Duty Blender	\$ 1,029.00
1 Industrial Microwave	\$ 980.00
1 Food Warmer	\$ 280.00

24 small Fry Pans	\$ 576.00
12 Large Fry Pans	\$ 480.00
6 Extra Large Fry Pans	\$ 360.00
16 Sauce Pans	\$ 448.00
2 Chinese woks	\$ 62.00
1 Extra Large Frying wok	\$ 60.00
3 Stainless Steel Racks in Walk in Cooler	\$ 180.00
1 28 Quart Aluminum Brazier	\$ 140.00
2 30 Quart Aluminum Brazier	\$ 320.00
1 42 Quart Aluminum Brazier	\$ 220.00
1 60 Quart Aluminum Pot	\$ 195.00
3 Wide Mouth Aluminum Pots	\$ 360.00
2 Extra Large Bulk Cooking Pots	\$ 600.00
12 Half Sheet Pans	\$ 108.00
24 Full Sheet Pans	\$ 600.00
30 Full size shallow Serving Pans (Buffet)	\$ 750.00
30 Half Deep Serving Pans (Buffet)	\$ 600.00
12 Half Shallow Serving Pans (Buffet)	\$ 350.00
16 Deep full size serving pans (buffet)	\$ 375.00
1 20 Tier Pan Rack	\$ 150.00
8 Large White Bins for Dry Storage	\$ 200.00
40 Water glasses	\$ 200.00
24 Long drink glasses	\$ 240.00
150 Long White rectangular plates	\$ 2,250.00
150 Curry Bowls	\$ 1,800.00
150 Small Square plates	\$ 1,500.00
48 8oz Soup bowls	\$ 320.00
32 2oz Sauce cups	\$ 96.00
120 Big Round Plates	\$ 600.00
60 Small Round Plates	\$ 180.00
60 Round Plates with gold lining	\$ 400.00
32 Serving Spoons	\$ 160.00
8 tongs	\$ 40.00
12 Assorted sized ladles	\$ 85.00
16 Metal Skewers used for tandoor oven	\$ 225.00
24 Sautee Spoons	\$ 120.00
24 Grey Bus tubs	\$ 264.00
5 Server Trays	\$ 100.00
48 plastic bins for dry storage with lids	\$ 450.00
5 Large white tubs for storage with lids	\$ 125.00
4 cutting boards	\$ 100.00
5 Knifes	\$ 125.00
12 squeeze bottles	\$ 48.00
150 Silverware set of spoon, Knife and forks (Heavy one which we use for dinner service)	\$ 900.00
200 Silverware set (Used for lunch Service)	\$ 600.00
48 Dessert Spoons	\$ 60.00
2 Large Stainless steel Stirrers	\$ 50.00
1 Whisk	\$ 20.00
2 Large Stainless Steel Mixing Bowls	\$ 90.00
5 Small Mixing Bowls (Stainless Steel)	\$ 200.00
5 Small Mixing Bowls (Plastic)	\$ 150.00
2 Commercial Pressure cookers	\$ 500.00
2 Idly Makers	\$ 300.00
1 Mop Bucket	\$ 150.00
2 Mop Sticks	\$ 50.00
1 Food Processor	\$ 1,400.00
12 Steamtable pan Quarter size shallow	\$ 108.00
12 Steamtable pan Quarter size deep	\$ 216.00
20 Assorted sizes Stainless steel steamtable pans	\$ 200.00
Misc Chinaware	\$ 300.00
Misc Cookware	\$ 300.00
Dry Groceries	\$ 5,000.00
Prep Food	\$ 2,000.00
Paint	\$ 100.00
Water Heater	\$ 750.00
Blinds	\$ 100.00
Kitchen Tiles	\$ 1,000.00
Grocery Store	
POS system	
1 Glass front Display Cooler	\$ 1,500.00
2 Door Glass Cooler	\$ 2,500.00
2 Door Glass Freezer	\$ 3,500.00
2 Door Glass Freezer	\$ 3,500.00
1 Small Freezer	\$ 300.00
1 Two door Stainless steel cooler	\$ 3,000.00
Shelves and Fixures	\$ 2,000.00
Ice Machine	\$ 2,000.00
2 Storage Racks	\$ 200.00
2 Pressure Washers	\$ 280.00

Dry Groceries	\$ 10,000.00
Electrical work	\$ 2,000.00
Plumbing work in Bathroom	\$ 2,000.00

Services

Architect	\$ 5,500.00
Painter	\$ 2,000.00
General Contractor	\$ 7,000.00
Electrician	\$ 3,000.00
Plumber	\$ 10,000.00
Township	\$ 250.00
Utilities Advance	\$ 1,000.00
Marketing (Groupon, Flyers, menus)	\$ 25,000.00
Tiles contractor	\$ 2,000.00
Website	\$ 1,000.00
Van	\$ 3,500.00
U Haul and transportation	\$ 2,000.00
Security deposit to landlord	\$ 7,000.00

Total Amount	\$ 231,195.00
---------------------	----------------------