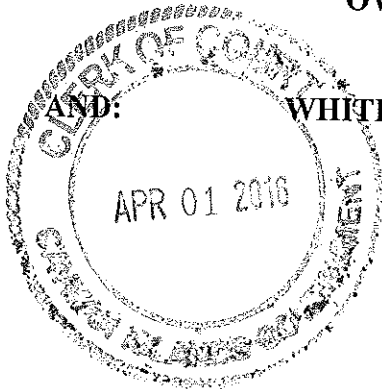


IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 0080 OF 2016

BETWEEN: BRITANNIA ESTATES HOME OWNERS ASSOCIATION LTD. PLAINTIFF

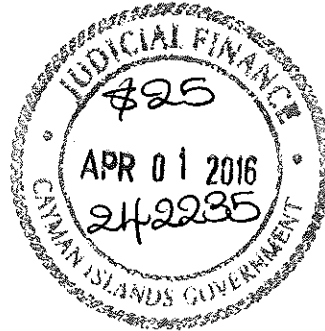
AND: WHITE DOVE INTERNATIONAL LTD. DEFENDANT



PLAINT

To the Defendant at:

White Dove International Ltd.  
PO Box 10636  
Block 12D Parcel H15  
Britannia Drive, King's Court  
Grand Cayman  
KY1-1006  
Cayman Islands



THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office., PO Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 1<sup>st</sup> day of April 2016

See overleaf for particulars of the Plaintiff's claim.

## PARTICULARS OF CLAIM

1. The Plaintiff is a homeowner's association duly registered as a company. The registered office of the Plaintiff is situate at Foreshore Corporate Services, PO Box 1994, George Town, Grand Cayman KY1-1104.
2. The Defendant is a Company registered and resident in the Cayman Islands. Its registration number is 255466 and its registered office is situate at PO Box 10636, Block 12D Parcel 80, H15 Britannia Drive, King Court, KY1-1006, Grand Cayman.
3. The Defendant is the registered proprietor of properties situate at Britannia Estates in Grand Cayman and registered respectively as registration section West Bay Beach South, Block 12D, Parcel 55 and registration section West Bay Beach South, Block 12D, Parcel 42 (together "the Properties").
4. The Properties fall within the Plaintiff's homeowners association and building scheme and are subject to a Schedule of Building Scheme covenants which provide for certain obligations, covenants and restrictions in relation to the Properties. Such covenants provide for a requirement upon the Defendant (as proprietor of the Properties) to pay a share of the costs of the development, replacement, clearing, cleaning, repairing, maintaining, renewing or landscaping the common areas and the facilities, utilities and services (including street lighting) used or to be used in common by, or available for use in common by, the owners who fall within the scheme.
5. Clause 26 of the Building Scheme Covenants provides as follows:
  - a. *The Developer (whilst it remains an owner) and each of the other Owners shall pay a share of the costs of the development, replacement, clearing, cleaning, repairing, maintaining, renewing or landscaping the Common Areas and the facilities, utilities and services (including street lighting) used or to be used in the Owners provided that the Developer shall be responsible for all such cost until the Developer has completed all infrastructure and landscaping of the Common Areas of the Development.*
    - i. *Pro-rate Assessment criteria Method #1*  
  
*Where a specific cost relates to Common areas, available for use by Owners and their invitees, the applicable cost shall be divided by the number of Properties in the Development, and each Property shall be assessed an equal amount.*
    - ii. *Pro-rate assessment Criteria Method #2*

*Where a specific cost relates primarily to "consumption", such as electricity or water, the applicable costs shall be proportionally assessed as much as is practical on the basis of estimated or measured "proportional use" by each Property owner.*

iii. *Pro-rate Assessment Criteria Method #3*

*Where a specific cost relates to maintenance of streets, curbs, and the repair or replacement of utilities, the applicable cost shall be divided by the number of Properties in the Development and each party shall be assessed an equal amount.*

iv. *Pro-rate Assessment Criteria Method #4*

*Where a specific cost related to the maintenance of "Linear" facilities, (e.g. sea walls along the canal, pilings, dredging, etc.) specific assessments will be determined by the Association based upon the proportion of the applicable linear measurement (e.g. length of a Dock associated with a particular Property) to the applicable total linear measurement of all Properties sharing the access or use of the facility involved (e.g. the total linear measurement of all Boat Docks in the Development).*

- b. *When a given cost, the reasoned judgment of the Executive committee of the Association, involved a mixture of the above described "Pro-Rating Criteria", the Executive committee shall make a 'best reasonable effort' to properly allocate the total expense among two or more of the "pro-rating assessment criteria methods" described above, and then to derive a total amount to be assessed on each Property. In the absence of manifest error, the amounts and methods of proration employed with respect to such assessments by the Association shall be deemed conclusive and shall not be open to question by the Owner or by any third party.*
- c. *In any assessment situation, where in the judgment of the Executive Committee of the Association, it is not clear which "Pro-rate assessment" methods to apply, or in the judgment of the Executive Committee of the Association there exists a reasonable and substantial cause for continued and otherwise irreconcilable disagreement as to the method or methods most proper to follow, or for any reason resulting in the Executive Committee being unable to reach a clear and undisputed decision in the matter, then the assessment shall be pro-rated in accordance with "Pro-rate Assessment Criteria Method #1.*
- d. *All assessments shall be paid quarterly, in advance, and initial charges shall be pro-rated for any current quarter calculated from the date a Property is transferred by the Developer to an owner subject always to the proviso in 26(a)*

above. Quarterly payment dates are: March 31, June 30, September 30, and December 31.


- e. *In addition to any other remedies available to the Association, all amounts which are not paid by the date that they are due shall accrue interest at the rate of eighteen percent per annum computed, but not compounded, daily.*
- f. *In addition to interest charges specified above, the Association shall be entitled to recover all reasonable expenses incurred by it, pursuant to collecting all amounts due. If the Association brings successful legal proceedings to enforce the collection of amounts due, the Association shall also be entitled to recover all reasonable legal costs of such proceedings including appellate proceedings on an indemnity basis.*
- g. *In no case, shall any action or majority vote of the Association be deemed legally effective which assesses any minority number of Properties "disproportionately" to the assessment allocated to each and every other Property without reliance upon the reasonable, diligent, and defensible application of one or more of the above described "Pro-rate Assessment Criteria".*

- 6 In pursuance of Clause 5 of the Building Scheme Covenants the Plaintiff has rendered invoices to the Defendant over a period of time. The Defendant has failed to pay such fees due to the Plaintiff totaling US\$21,290.77 (CI\$17,458.43) in respect of the following invoices which form the schedule to this Plaintiff.
- 7 On 9<sup>th</sup> March 2016 the Plaintiff arranged for a Process Server to serve a letter of demand at the registered office of the Defendant. That Demand Letter made formal demand for the payment of the then outstanding sum of US\$18,181.79 (CI\$14,909.07) within 14 days of the date of service of the letter of demand. The Defendant has failed to make any such payment at all.
- 8 Accordingly, despite the said demand of the Defendant, it has failed and neglected to pay the monies due to the Plaintiff. The current amount outstanding and due to the Plaintiff from the Defendant is US\$21,290.77 (CI\$17,458.43).
- 9 Further, the Plaintiff is entitled and claims interest pursuant to The Judicature Law (2007 Revision) The Judgment Debts (Rates of Interest) Rules 2012 on the sum of US\$21,290.77 (CI\$17,458.43) at the rate of  $2\frac{3}{8}$  % per annum from the date of the issue of the Plaintiff herein until the judgment or sooner payment at the daily rate of US\$1.39 (CI\$1.14).

**AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:**

1. Payment of the said outstanding fees of US\$21,290.77 (CI\$17,458.43) due as at 1<sup>st</sup> April 2016;
2. Pre-Judgment interest pursuant to The Judicature Law (2007 Revision) The Judgment Debts (Rates of Interest) Rules 2012 as aforesaid.
3. Post-Judgment interest pursuant to The Judicature Law (2007 Revision) The Judgment Debts (Rates of Interest) Rules 2012 as aforesaid.

Dated the 1<sup>st</sup> April 2016

  
**RITCH & CONOLLY**  
Attorneys-at-Law for the Plaintiff

**TO:** The Clerk of the Court  
**AND TO:** The Defendant at PO Box 99, Grand Cayman, KY1-1801

# SCHEDULE

**Britannia Estates Home Owners Association Ltd.**

**Statement**

P.O. Box 30972  
 Grand Cayman KY1-1204  
 Cayman Islands  
 Tel/Fax: (345) 949-6205

DATE
------

4/1/16

TO:
White Dove Suresh Prasad RE: Britannia Estates Lot 1 (12D42)

Phone #	Fax #	E-mail
(345) 949-6205	(345) 949-6205	britanniaestates@candw.ky

DATE	TRANSACTION	AMOUNT	BALANCE		
12/31/15	Balance forward		3,558.80		
01/01/16	Lot 1 Prasad- INV #4626. Quarterly Strata Fees Lot 1	2,767.00	6,325.80		
01/07/16	INV #FC 417. Finance Charge	59.13	6,384.93		
01/20/16	INV #FC 418. Finance Charge	22.04	6,406.97		
02/19/16	INV #FC 420. Finance Charge	76.79	6,483.76		
03/12/16	INV #FC 423. Finance Charge	67.32	6,551.08		
04/01/16	INV #4664. Quarterly Strata Fees Lot 1	2,767.00	9,318.08		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>AMOUNT DUE US\$</b>
2,767.00	67.32	76.79	2,848.17	3,558.80	USD 9,318.08

Amounts are in US Dollars  
 If paying in CI, please convert @ 0.82  
 Please make check payable to Britannia Estates

**Britannia Estates Home Owners Association Ltd.**

**Statement**

P.O. Box 30972  
 Grand Cayman KY1-1204  
 Cayman Islands  
 Tel/Fax: (345) 949-6205

DATE
------

4/1/16

TO:
Suresh Prasad & B.B. Torchinsky White Dove - 12D55 (Blue Manor) PO Box 10636 Grand Cayman KY1-1006 RE: Britannia Estates Lot 14

Phone #	Fax #	E-mail
(345) 949-6205	(345) 949-6205	britanniaestates@candw.ky

DATE	TRANSACTION	AMOUNT	BALANCE		
12/31/15	Balance forward		8,807.24		
01/01/16	Lot 14 Prasad & Torchinsky- INV #4628. Quarterly Strata Fees Lot 14	2,767.00	11,574.24		
01/20/16	INV #FC 419. Finance Charge	200.58	11,774.82		
02/01/16	PMT #1428 BOB. pmt in CI 2,268.94 #1428	-2,767.00	9,007.82		
02/19/16	INV #FC 421. Finance Charge	107.81	9,115.63		
03/12/16	INV #FC 424. Finance Charge	90.06	9,205.69		
04/01/16	INV #4666. Quarterly Strata Fees Lot 14	2,767.00	11,972.69		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>AMOUNT DUE US\$</b>
2,767.00	90.06	107.81	2,967.58	6,040.24	USD 11,972.69

Amounts are in US Dollars  
 If paying in CI, please convert @ 0.82  
 Please make check payable to Britannia Estates

**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO. SC                      OF 2016**

**BETWEEN:                      BRITANNIA ESTATES HOME  
OWNERS ASSOCIATION LTD.                      PLAINTIFF**

**AND:                      WHITE DOVE INTERNATIONAL LTD.  
DEFENDANT**

---

**ACKNOWLEDGMENT OF SERVICE**

---

1.     State Defendant's name and address –

2.     State whether the Defendant intends to contest the action.

Yes

No

3.     If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4.     If you intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

**Service of the Plaintiff is acknowledged accordingly.**

\_\_\_\_\_  
Defendant's Signature

Dated this        day of                      2016

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

\_\_\_\_\_  
Defendant's Signature

**REMINDER -** This form must be taken or send to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE**  
**OF PLAINT**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman KY1-1106.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is endorsed on the Plaint (i.e. the words "Particulars of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Plaint, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Plaint, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a plaint served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Plaint)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.