

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: 178 OF 2019

BETWEEN:

AVATA PROPERTY SERVICES LTD

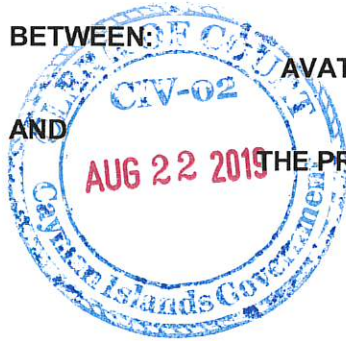
PLAINTIFFS

AND

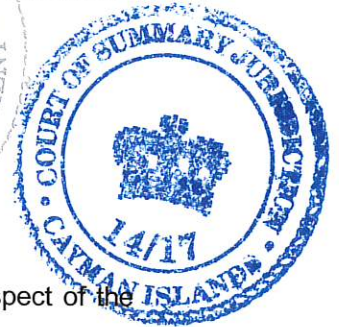
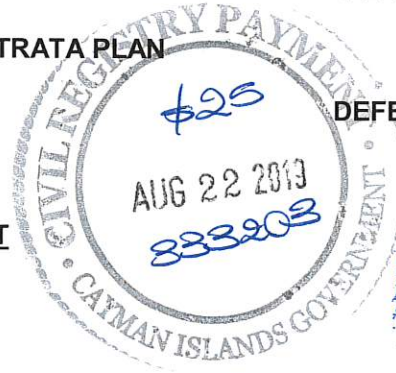
THE PROPRIETORS OF STRATA PLAN

NO:62

DEFENDANT



PLAINT



TO:

The Proprietors of Strata Plan No:62
P.O. Box 32309
Grand Cayman KY1-1209

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 *Plaint* on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, the accompanying *Acknowledgment of Service* form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the *Acknowledgment of Service* form.

IF YOU FAIL to satisfy the claim or fail to return the *Acknowledgment 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 of August 2019

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiffs are a property management company incorporated in Grand Cayman.
2. The Defendant is a body corporate consisting of all the Strata Proprietors contained within Strata Plan No: 62 in accordance with section 5(1) of the Strata Titles Registration Law (2013 Revision).
3. The Plaintiffs entered into an agreement ("The Agreement") with the Defendant in March 2018 to manage the development known as Lacovia, situated on 697 West Bay Road, Grand Cayman.
4. The Agreement was signed on behalf of the Plaintiff and Defendant respectively on 3 March 2018 and 5 March 2018 for an initial probationary term from 19th February 2018 until 30 April 2018 and thereafter annually, until terminated by either party upon giving the other no less than 2 months' notice in writing.
5. The Plaintiff's full name is incorrectly stated on The Agreement as *Avata Development Services Limited* and should read *Avata Property Services Ltd.*
6. In accordance with Clause 4a) of The Agreement, "*as remuneration for the Company's services hereunder the Company shall be entitled to be paid out of the sums collected by it on behalf of the Client pursuant to 2 (a) above or such other monies advanced to the Company by the Client a fee of CI\$9,000.00 (Nine thousand Cayman Island Dollars) per calendar month and pro rata for any period of less than a month*".
7. In accordance with Clause 4(b) of the agreement "*...the Company shall be entitled to be reimbursed for, and to retain out of the sums collected by the Company pursuant to clause 2 (a) above or such other monies advanced to the Company by the Client, the amount of all out of pocket expenses and disbursements (including but not limited to, postage, excessive travel and work related cellular telephone calls) properly incurred by the Company in the performance of its duties hereunder*".
8. Notice to terminate The Agreement was sent by the Defendant and received by the Plaintiff on 15 October 2015 giving 2 months' notice to terminate The Agreement on 14 December 2018.
9. Monies owed to the Plaintiff pursuant to clause 4 of The Agreement have fallen into arrears and remain outstanding.

10. The amount owing to the Plaintiff for all monies owed arising from The Agreement is US\$21,635.84 (CI\$ 17,741.39).
11. Upon termination of The Agreement the Plaintiff served a statement of account on the Defendant showing all receipts and expenditure in respect of the management of the property from the date of the last statement of account prepared up to the date of termination.
12. The Plaintiff has made written demands for repayment of the full sum of arrears and further the Plaintiff by letter from its attorneys dated 18 June 2019 has made another written demand for repayment of the sum owing but the Defendant has failed to repay the said outstanding sum.

STATEMENT REGARDING INTEREST:

13. The prescribed rate of interest is 2 and 3/8% per annum.
14. The date from which interest accrues is from the date of issue of this Plaintiff.
15. The amount of interest accruing each day following the issue of this Plaintiff is CI\$4.21.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

1. Payment of the said sum of US\$21,635.84 (CI\$ 17,741.39);
2. Pre and post judgment Interest on the said sum of US\$21,635.84 (CI\$ 17,741.39) in accordance with the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
3. Costs.

Dated this 22 August 2019



MCGRATH TONNER

Attorneys-at-Law for the Plaintiffs

TO: The Clerk of the Court

AND TO: The Defendant

This PLAINT was issued by McGrath Tonner, Attorneys-at-Law for the Plaintiffs whose address for service and correspondence is 5th Floor Genesis Bldg, Genesis Close, P.O. Box 446, George Town, Grand Cayman, KY1-1106

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CAUSE NO: OF 2019

BETWEEN:

AVATA PROPERTY SERVICES LIMITED

PLAINTIFFS

AND

THE PROPRIETORS OF STRATA PLAN
NO:62

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

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of , 2019

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraph 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 sent to the Courts Office, PO Box 495, George Town, Grand Cayman **within 14 days** of receipt otherwise a default judgment may be entered against you.